



**TENDER ENQUIRY**  
**[ PRESS TENDER ]**

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazdock.com](http://www.mazdock.com)  
**Certified - ISO 9001: 2008 for Shipbuilding Division**

Tender No : 3000000305  
Purchasing Executive : Amruta Bhandarkar  
To

Department: IT-PURCHASE  
Purchasing Executive: Amruta Bhandarkar  
Telephone No:+91 23762209  
Fax No:+91 23721551  
Email ID: abhandarkar@mazdock.com

Tender Number: 3000000305  
Tender Date: 22.11.2016  
Tender Closing Date 19.01.2017  
Tender Closing Time 14:00:00  
RFQ Number: 2090000929

Telephone No:  
Fax No:  
Email ID:

Tender Fee: Rs 0.00  
EMD Amount: Rs 60,000.00  
Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00  
Tender Opening Date: 20.01.2016 Tender Opening Time: 10:00:00  
Offer should be valid up to: 19.05.2017  
Security Deposit: 5.00 % of PO value Perf. Bank Guarantee: 0.00 % of PO value

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

Dear Sir / Madam ,  
SUB:- TMC OF CANNON PRINTERS & SCANNERS.

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

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00100	TMC OF CANNON PRINTERS & SCANNERS <b>The Line item 00100 covers the following services</b>	1 Activity unit	02.01.2017
0000000010	Service Number:- Short Description:- PRINTER / COPIER CANON ADVC2220L MODEL : Service Details:- PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	36 Months	

Tender Number:- 3000000305		Tender Date:- 22.11.2016		RFQ Number:- 2090000929	
Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
0000000020	Service Number:- Short Description:- PRINTER / COPIER CANON ADVC2220L MODEL : Service Details:- PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	36 Months			
0000000030	Service Number:- Short Description:- PRINTER / COPIER CANON ADVC2220L MODEL : Service Details:- PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	36 Months			
0000000040	Service Number:- Short Description:- PRINTER CANON LBP6680X	36 Months			
0000000050	Service Number:- Short Description:- PRINTER CANON MF8210CN	36 Months			
0000000060	Service Number:- Short Description:- PRINTER CANON MF6180dw	36 Months			
0000000070	Service Number:- Short Description:- PRINTER CANON MF8280cw	36 Months			
0000000080	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months			
0000000090	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months			
0000000100	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months			
0000000110	Service Number:- Short Description:- PRINTER CANON ADVC4245 MODEL	36 Months			
0000000120	Service Number:- Short Description:- PRINTER CANON ADVC4245 MODEL	36 Months			
0000000130	Service Number:- Short Description:- PRINTER CANON ADVC4245 MODEL	36 Months			
0000000140	Service Number:- Short Description:- PRINTER CANON ADVC4245 MODEL : IR-4245 (	36 Months			
0000000150	Service Number:-	36 Months			

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
0000000160	Short Description:- Canon Printer IR4245 DGS&D RC Item No 2 Service Number:-	20 Months	
0000000170	Short Description:- CANON PRINTER LBP 7200 CDN Service Number:-	21 Months	
0000000180	Short Description:- CANON PRINTER LBP6680X Service Number:-	21 Months	
0000000190	Short Description:- CANON PRINTER LBP6680X Service Number:-	21 Months	
0000000200	Short Description:- CANON PRINTER LBP6680X Service Number:-	21 Months	
0000000210	Short Description:- CANON PRINTER MF8580CW Service Number:-	21 Months	
0000000220	Short Description:- CANON PRINTER CBP7018C Service Number:-	21 Months	
0000000230	Short Description:- CANON PRINTER MF4820D Service Number:-	21 Months	
0000000240	Short Description:- CANON PRINTER LBP6300DN Service Number:-	21 Months	
0000000250	Short Description:- CANON PRINTER LBP6300DN Service Number:-	21 Months	
0000000260	Short Description:- CANON PRINTER LBP6300DN Service Number:-	21 Months	
0000000270	Short Description:- PRINTER CANON LBP 3500 DN Service Number:-	14 Months	
0000000280	Short Description:- PRINTER CANON LBP 3500 DN Service Number:-	14 Months	
0000000290	Short Description:- PRINTER CANON LBP 3500 DN Service Number:-	14 Months	

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
0000000300	Service Number:- Short Description:- PRINTER CANON MFP 8580 CDW	14 Months	
0000000310	Service Number:- Short Description:- PRINTER CANON LBP 3500 DN	14 Months	
0000000320	Service Number:- Short Description:- PRINTER CANON MFP 4820D	14 Months	
0000000330	Service Number:- Short Description:- PRINTER CANON MFP 4820D	14 Months	
0000000340	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000350	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000360	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000370	Service Number:- Short Description:- CANON MFP / Copier IR2530 A3	13 Months	
0000000380	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000390	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000400	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000410	Service Number:- Short Description:- CANON Scanner DR-M1060+FB201	36 Months	
0000000420	Service Number:- Short Description:- CANON Scanner DR-M1060+FB201	36 Months	
0000000430	Service Number:- Short Description:- CANON MFP MF 6180DW Digital copier & MF	13 Months	
0000000440	Service Number:-	13 Months	

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
0000000450	Short Description:- CANON MFP MF 6180DW Digital copier & MF Service Number:-	13 Months			
0000000460	Short Description:- CANON MFP MF 6180DW Digital copier & MF Service Number:-	13 Months			
0000000470	Short Description:- PRINTER CANON MFP 8580 CDW Service Number:-	13 Months			
0000000480	Short Description:- PRINTER CANON MFP 8580 CDW Service Number:-	13 Months			
0000000490	Short Description:- PRINTER CANON MFP 4750 Service Number:-	13 Months			
0000000500	Short Description:- SCANNER CANON DR F120 Service Number:-	13 Months			
0000000510	Short Description:- SCANNER CANON DR F120 Service Number:-	36 Months			
0000000520	Short Description:- CANON SCANNER DR-2020U Service Number:-	36 Months			
0000000530	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months			
0000000540	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months			
0000000550	Short Description:- CANON SCANNER DR-C-125 Service Number:-	36 Months			
0000000560	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months			
0000000570	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months			
0000000580	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months			
0000000590	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months			

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Tender Date:- 22.11.2016

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
0000000600	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000610	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months	
0000000620	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months	
0000000630	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000640	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000650	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000660	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000670	Short Description:- CANON SCANNER DR-C-130L Service Number:-	36 Months	
0000000680	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months	
0000000690	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months	
0000000700	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months	
0000000710	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months	
0000000720	Short Description:- CANON SCANNER DR-6030C+FB201 Service Number:-	36 Months	
0000000730	Short Description:- CANON SCANNER DR-C-2020U Service Number:-	36 Months	

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Tender Date:- 22.11.2016

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
0000000740	Service Number:- Short Description:- CANON IR 2422L ( SIZE A-3)	36 Months	
0000000750	Service Number:- Short Description:- CANON IR ADV 4245	36 Months	
0000000760	Service Number:- Short Description:- CANON IR ADV 4245	36 Months	
0000000770	Service Number:- Short Description:- SCANNER CANON CANOSCAN 900F	36 Months	
0000000780	Service Number:- Short Description:- SCANNER CANON CANOSCAN 9000F	36 Months	
0000000790	Service Number:- Short Description:- Canon Scanner 6030C DGS&D RC Item No 18	36 Months	
0000000800	Service Number:- Short Description:- CANON DR-M1060+FB201	36 Months	
0000000810	Service Number:- Short Description:- SCANNER CANON DR 2020 U	14 Months	
0000000820	Service Number:- Short Description:- PRINTER CANON MF8210CN	36 Months	
0000000830	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months	
0000000840	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months	
0000000850	Service Number:- Short Description:- PRINTER CANON HP LBP 6200D	36 Months	
0000000860	Service Number:- Short Description:- CANON PRINTER LBP6230DN	21 Months	
0000000870	Service Number:- Short Description:- CANON PRINTER LBP6230DN	21 Months	
0000000880	Service Number:- Short Description:- CANON PRINTER MF8280CW	21 Months	
0000000890	Service Number:-	21 Months	

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>Short Description:- CANON PRINTER MF8280CW</p> <p>Service Details:- CANON PRINTER MF8280CW</p> <p><b>SCOPE OF WORK FOR AMC OF CANNON PRINTERS &amp; SCANNERS</b> =====</p> <p>1. The Triennial Maintenance Contract (TMC) is fully comprehensive and includes Preventive and Breakdown maintenance of Cannon Make Printers &amp; Scanners in MDL for their smooth functioning. The scope under TMC also covers the inclusion of Cannon Printers &amp; Scanners post their warranty expiry dates during the period of the Maintenance contract. The details of the Cannon Printers &amp; Scanners and their dates for inclusion in the TMC are given in the BOQ.</p> <p>2. The comprehensive maintenance of Cannon Printers &amp; Scanners which includes troubleshooting, maintenance, repair and replacements of all parts except consumables which are listed below. If the parts / components of the same version and capacity are not available for replacement then the higher compatible version should be used for replacement at no extra cost to MDL. The following items will be considered as consumables and will not be the part of Triennial Maintenance Services.</p> <p>List of Consumables:</p> <ol style="list-style-type: none"> <li>i. Printer Cartridge/Tonnors</li> <li>ii. Printer ribbons</li> <li>iii. Print head for Inkjet Printers</li> <li>iv. Plotter Head Ink Cartridge &amp; Tank Ink Cartridge.</li> <li>v. Fuser Unit Kit and Fuser Assembly &amp; Image Transfer Kit for Printers.</li> <li>vi. Stationary</li> <li>vii. Software CDs</li> </ol> <p>Items other than the above are to be replaced by bidder at no extra cost to MDL.</p> <p>3. Preventive Maintenance have to be carried on quarterly basis within the quarter itself. The Printers / Scanners should be cleaned with appropriate chemical cleaning agents on quarterly basis. Additional manpower to complete the Preventive Maintenance, if required, have to be deployed by the vendor for completing the preventive maintenance in that quarter itself. All the necessary tools (screw driver set,blower,cleaning solution etc) have to be provided by the bidder to these service personal on the site to carry out the maintenance activities including preventive maintenance.</p> <p>4. In an Endeavour to maintain the IT assets as per the required service levels the vendor should deploy sufficient manpower. MDL envisage that minimum 02 nos Resident Service personal are required to be deployed onsite having following skill set and the qualifications: -</p> <ol style="list-style-type: none"> <li>ii. 2 nos Service personal (Atleast a graduate/full time diploma with minimum 4 years of IT experience on servicing of all kind of Printers &amp; Scanners.</li> </ol> <p>MDL approval is necessary for selection and deputation of service personal. Service personal should be replaced by the vendor in case of any misconduct, misbehavior or performance is unsatisfactory with in 15 days.</p> <p>5. The vendor has to provide substitute equivalent service personal in case of absence of any service personal. The service personal should be stationed permanently on deputed site full time and shall not be relocated without prior permission from concerned authority.</p> <p>6. The service personal have to be on vendor's Payroll. The subcontract of the job to third party vendors will not be allowed.</p>		



Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>7. The working hour of the resident service personal would be from 0830 hrs to 1730 hrs/ 0900 hrs to 1800 hrs from Monday to Friday depending on the office timings at site and on Saturday, Sunday and holidays in rare case when there is emergency.</p> <p>8. Working on MDL's Holiday: Request for permission for working on Saturday / Sunday / Holidays if required, should be submitted 1 working day prior to the date. Necessary permission from personnel Department and Security shall be sought by the vendor.</p> <p>9. Breakdown calls: For all TMC equipment's i.e. Cannon Printers &amp; Scanners call should be attended within one working day and breakdown should be rectified within 2 working days. In case the repair of the equipment would take more than two days, vendor should provide equivalent temporary replacement at no extra cost.</p> <p>10. Downtime Penalty: You should endeavor to maintain an uptime of 100% of all items under Comprehensive Triennial Maintenance Contract. However penalty shall be applied as follows for non conformance to the service level mentioned at point 9 above. i.. A breakdown call should be attended within 1 working day and resolved within two working days after lodging the call. Penalty will be applied thereafter per day @ 2.5% of the unit yearly charges, capped max 20% of yearly charges per call. If the breakdown results in non-functioning of these equipment beyond period of 15 days from the date of call lodged, risk purchase clause will be invoked where MDL shall get these equipment repaired from OEM/OEM authorized partner and the TMC for the remaining period of contract will be arranged through the OEM/OEM authorized partner without intimation. The charges for the repairs and the Maintenance for the balance period shall be recovered from the vendor as risk purchase charges. The firm to enter into a back to back arrangement/contract with the OEM / OEM authorized partner for genuineness and availability of the parts and the service. ii. If the Preventive Maintenance of items is not carried out within that quarter then the 10% TMC total basic cost for that quarter will be deducted for those items. iv. For service personals absentees penalty will be applied Rs. 500.00 Per Service personal Per Day.</p> <p>11. Vendor should assist in hardware up-gradation / integration / relocation, of the IT equipment under their purview of TMC.</p> <p>12. The vendor should provide suitable web based call and asset management software (Active directory integrated) like Service Desk or equivalent at no extra cost as part of their contract which shall include facilities for registering complaints by various departments, corrective measure taken, caller identity, certification of call completion, downtime calculation, asset tracking and detailed reporting. A call coordinator shall be deployed onsite at no extra cost on full time basis for management of the calls and coordination with third party vendors.</p> <p>13. In case of IT equipment(Cannon Printers &amp; Scanners) under warranty which are not under the purview of the TMC the service personal shall note down the serial number of the machines and escalate the service calls to the concerned vendors and take up necessary follow up activities for the same and intimate MDL's officials regarding the details.</p> <p>14. Some of the hardware may be disposed-off during the term of Contract at the discretion of MDL. The payment will be done only for the actual quantity maintained.</p> <p>15. All kinds of maintenance services shall be performed in the presence of authorized executives of MDL.</p>		

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>16. The ownership of replaced defective parts would remain with the vendor and these defective should be taken off from the company premises.</p> <p>17. The vendor shall maintain sufficient spares in working condition and supply standard components for repair and replacement. The vendor will have to maintain following spare equipment at MDL premises till end of the contract to ensure faster repair/replacement.</p> <p>i. A4 size laser printer 4 nos (B/W).  ii. A3 size laser printer 2 nos (B/W).  iii. Scanner 2 nos (A4).</p> <p>18. On the expiry of the contract, the IT equipment are to be handed over to MDL's authorized representative in working condition.</p> <p>19. The firm should be a OEM/OEM authorized partner.</p> <p>20. Vendor are requested to visit MDL for checking the printer and scanner condition prior to quote. Even if some of the printers or scanners are under not working/faulty condition, the vendor has to repair them. The cost for the repair shall be added as separate line item has been given in rate sheet/BOQ. This will be considered in the L1 determination.</p> <p>21. Payment towards AMC of cannon printers &amp; scanners shall be made on quarterly basis after deducting all appropriate downtime penalty and manpower absenteeism and after receiving of signed service entry sheet in the rank of CM and above.</p> <p>22. It shall be the responsibility of the OEM to ensure smooth functioning of the setup in case of the bidder failing to honor the contract.</p> <p>23. MDL will give prior intimation for foreclosure the order/contract may foreclose the order/contract any time during AMC as whenever MPS services Project will be implemented in MDL .</p> <p>24. Mobilization Period-will be 15 working days which shall cover-</p> <p>i) Identification of Asset/items in AMC.  ii) Putting of sticker with sr. no./vendor name/contact no./mail id for complaint registration.  iii) Repairing of Faulty / Non Working Printers.</p> <p>25. MDL can add more/additional quantity with same rates and terms &amp; conditions of the tender/contract.</p> <p>26. Sufficient Spares excluding consumable needs to be stored on MDL Site to maintain 100% uptime &amp; smooth functioning.</p> <p>27. MDL IT Security guidelines issued from time to time shall be binding on the vendor and their service personal/ representatives. A declaration shall be provided by successful vendor for their compliance to these security guidelines before commencing the execution of contract.</p>		

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
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00200	MAN POWER <b>The Line item 00200 covers the following services</b>	1 Activity unit	02.01.2017
0000000010	Service Number:- Short Description:- MAN POWER (02 NOS.)	72 Months	

00300	INITIAL REPAIR COST ALONG WITH ITEMS Service Description :INITIAL REPAIR COST ALONG WITH ITEMS REQUIRED <b>The Line item 00300 covers the following services</b>	1 Activity unit	02.01.2017
0000000010	Service Number:- Short Description:- INITIAL REPAIR COST ALONG WITH ITEMS Service Details:- INITIAL REPAIR COST ALONG WITH ITEMS REQUIRED Note : a. The defective / faulty printers should repaired during the mobilization period of 15 days. b. It is bidders responsibility to check all the printers before Tender closing date to ascertain the exact cost of repair.	1 Activity unit	

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

For Mazagon Dock Shipbuilders Ltd



माझगांव डॉक शिपबिल्डर्स लिमिटेड / MAZAGON SHIPBUILDERS DOCK LIMITED  
(भारत सरकार का उपक्रम) / A Government of India Undertaking  
डॉकयार्ड रोड, माझगांव, मुंबई 400 010 / Dockyard Road, Mazagon, Mumbai 400 010.  
Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division  
Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

**प्रेस निविदा सूचना (भाग २) / PRESS TENDER ENQUIRY (Two Bid System)**

E-Procurement Portal :- <http://eprocurermdl.nic.in>

विभाग/DEPARTMENT: सीआईटी-CIT

अनुभाग/SECTION: आईटी-वाणिज्य IT PURCHASE

ई-निविदा | E-TENDER NO: 3000000305

बयाना जमा | EMD: Rs. 60,000/-

निविदा दिनांक | TENDER DATE: 22.11.2016

सुधारित निविदा बंद होनेका समय | REVISED TENDER CLOSING DATE & TIME:- 19.01.2017 at 14.00 Hrs.

सुधारित निविदा खुलनेका समय | REVISED TENDER OPENING DATE & TIME:- 20.01.2017 at 10.00 Hrs.

**Dear Sir / Madam,**

**MAZAGON DOCK SHIPBUILDERS LIMITED** INVITES COMPETITIVE BIDS ONLINE on our e-Procurement portal from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the Supplies/Services against this tender:

**1. कार्य का विवरण - Description of Work / Supplies:**

**TMC OF CANNON PRINTERS & SCANNERS.**

**2. बोलीदाताओं के लिए अनूदेश | INSTRUCTIONS TO THE BIDDERS**

**2.1** 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.

**2.2** An unsigned PDF copy of this Tender Enquiry has been made available for downloading from MDL website <http://www.mazagondock.gov.in> (On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocurermdl.nic.in>)

**2.3** Bidders can participate in online bidding in following manner:

a) **By registering with our e-procurement portal for User ID and Password.**

(Every bidder must register themselves on the ASP's website i.e. <http://eprocurermdl.nic.in> (registration is free of cost)

b) **By obtaining Class III B DSC (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.

**2.4** 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 in Para 2.6 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 (CIT) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to HOD(CIT) [ggagrwal@mazagondock.gov.in](mailto:ggagrwal@mazagondock.gov.in)/ [spnikam@mazagondock.gov.in](mailto:spnikam@mazagondock.gov.in) at least three days in advance from tender closing date. Beyond above mentioned period request for extension will not be considered.

**2.5** 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. M. S. Kumbhare, DGM(C-MATERIAL) on 022-23763250, email [miskumbhare@mazagondock.gov.in](mailto:miskumbhare@mazagondock.gov.in)

**Service Provider contact Details:**

**2.6** 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.

**2.7** 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.

**2.8** 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 with the query shall be e-mailed by the bidder to the help desk (as mentioned 2.6 above) for problem resolution at least 72 hours before the due date and time of the tender.

**2.9** 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.

### 3. पूर्व योग्यता मानदंड | **PRE-QUALIFICATION CRITERIA:**

**Bidders** Should upload a scanned image of the following documents along with their e-Bid (Part I Techno Commercial Bid) as a part of submission of their offer.

**Note- Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate;** duly authorized. Uploading of documents at Sr. No. i) & ii) mentioned below are not required for permanent registered vendors with MDL. However, remaining all mentioned documents are mandatory for all bidder.

#### **For Services:**

- i) Bidders Company Profile and shop & establishment registration certificate.
- ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities.
- iii) Bidder's average Audited Annual financial turnover during the last 3 years ending 31st March of the previous financial year excluding the year of tendering should be should be at least 5,00,000/-.
- iv) Bidder's experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:
  - a) Three similar completed works of not less than Rs. 20,00,000/-  
OR
  - b) Two similar completed works of not less than Rs. 25,00,000/-  
OR
  - c) One similar completed works of not less than Rs. 40,00,000/-
- v) The firm should be a OEM/OEM authorized partner and should submit authorization certificate/letter to quote against this requirement.

Similar work as above expected against this tender is "AMC of printers and scanners". Order Copies along with work completion certificates to be appended.

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. बयाना जमा | **EARNEST MONEY DEPOSIT (EMD):**

4.1) Indigenous bidders shall furnish EMD of Rs.60,000/- (Rs. Sixty thousand only) in the form of payment through NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or bid bond/SWIFT Message of equivalent foreign currency for foreign bidders shall be forwarded to HOD (Commercial) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 days from the tender

closing date. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

4.2) The bid bond / Bank Guarantee should be drawn on as per the list of banks approved by CPPC published on MDL website( Home→ Tenders→Bills/EMD status), payable at Mumbai valid for 4 more weeks beyond the offer validity period indicated in the tender.

Bidders shall have to make payment towards EMD Amount of Rs.60,000/-(Sixty thousand only) electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

<b>Beneficiary's Name</b>	Mazagon Dock Shipbuilders Limited
<b>Name of Bank</b>	State Bank of India
<b>Branch</b>	Mazagon Br.
<b>Branch Code</b>	9054
<b>Bank Address</b>	Mazagon Branch, Mazagon, Mumbai - 400 010.
<b>Telephone No. of Bank</b>	23752802
<b>Account No.</b>	<b>10005255246</b>
<b>Account Type</b>	Current Account
<b>IFSC Code</b>	SBIN0009054
<b>RTGS Code</b>	SBIN0009054
<b>NEFT Code</b>	SBIN0009054
<b>MICR / NECS Code</b>	400002120
<b>Income Tax PAN No.</b>	AAACM8029J

It is mandatory for bidders to make EMD payment through NEFT / RTGS and therefore DD / Pay Order will not be accepted against this Tender. Bidders have to enter Vendor Name, Nature of Payment and Tender No. in Text / Narration Field while making NEFT / RTGS payment to Mazagon Dock Shipbuilders Limited Bank Account No. 10005255246 and a scanned copy of payment made to our Account should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

**Note: You are requested to put Vendor name, vendor code, tender no. and nature of payment viz., EMD/SD in the NEFT text.**

**In case of Submission of EMD in form of BG:**

Bidders to advise their bank/banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender. Bids without EMD, other than those who are exempt from payment of EMD will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

4.3) Bidders are requested to upload the scanned copy of Bank Guarantee online towards EMD submission along with the bid and forward the original EMD enclosed in an envelope addressed to PE(CIT-C), CIT Department, 4<sup>th</sup> flr Mazdock House, Mazagon Dock Ltd, Dockyard Road, Mumbai- 400 010, super scribing Tender no & Tender date by speed post / Registered Post / Courier Service to reach the office of PE(CIT-C) within 7 days from tender closing date. Bidders are requested to advise their banker to send EMD directly to PE(CIT-C), CIT Dept, IT Purchase Section, 4<sup>th</sup> floor, Mazdock House, Mazagon Dock Ltd, Dockyard Road, Mumbai-400010. Copy of the DD / Pay Order / Bank Guarantee in favour of Mazagon Dock Ltd. be scanned and uploaded along with the offer.

4.4) Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

4.5) Bids offers without EMD details along with Part-I bid will be summarily rejected.

4.6) The Bids of bidders will not be considered, if the date of issue of EMD (BG/NEFT) is later than the tender closing date.

4.7) Bids will not be considered if the online details of EMD do not match with physical copies submitted.

4.8) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

**4.9) बयाना जमा प्रस्तुत करने से छूट | EXEMPTION FROM SUBMISSION OF EMD**

Following bidders shall be exempt from submission of EMD:

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

- c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value upto which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload valid copy and submit the copy of the registration certificate along with the list of items/services for which they are registered, as issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- d) All Micro and small Enterprises subject to their submission of valid registration Certificate from competent authority regarding their Micro/Small Industry status.

**5. वैधता अवधि | 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. दो बोली प्रणाली में प्रस्ताव प्रस्तुत करें | SUBMISSION OF OFFER IN TWO BID SYSTEMS:**

Offer must be submitted online on the MDL's e-Procurement portal '<http://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) भाग १-(तकनीकी वाणिज्यिक) | 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.
- v. The scanned image of BG towards EMD /BID BOND for the amount as stipulated in TEF clause shall be uploaded.
- vi. The scanned image of DD/BG towards Earnest Money Deposit (EMD)/BID BOND as stipulated in tender annexure shall be uploaded. The original of these documents shall be forwarded to PE(CIT-C) as per address mentioned in Para 5.2 above in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 days from the tender closing date.

**(B) भाग २- मूल्य बोली | 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'.

**7. बोली अस्वीकृति करनेकी कसौटी | BID REJECTION CRITERIA:**

**a. Following bids shall be categorically rejected;**

- i. The Bids received after tender closing date and time.
- ii. Bids received without EMD (other than those who are exempt from payment of EMD) as specified in the tender.
- iii. Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- iv. In case of e-tenders, if the date of issue of EMD (BG) is later than the tender closing date.

**Note:** Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation. Offers in any other forms such as received through tender box /courier/post etc. will not be considered for processing & treated as non-responsive.

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

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidders not agreeing for post sale product support/post work completion support.
- vi. Unreasonably longer delivery period quoted by the firm.
- vii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- viii. In case of e-tenders, the original of the uploaded copy of EMD (BG) if received after seven days of the tender closing date.
- ix. Bidders not agreeing to furnish required Security Deposit till completion of the Supplies/ services.
- x. Non-submission of authorization letter towards being dealer/ partner/distributor from OEM
- xi. Bidders not agreeing to furnish original Hard copies for verification in relation to pre-qualification criteria of the tender if felt necessary by MDL.

#### 8. समापन अवधि | Maintenance Contract Period:

##### **Tender Item Sr. no.: 100- TMC OF CANNON MAKE PRINTERS & SCANNERS & 200-MAN POWER**

The TMC coverage period will be Three Years from the deadline date of mobilization period after placement of order.

The mobilization period for starting the services under TMC will be 15 working days from the date of placement of order.

##### **Mobilization Period-will be 15 working days which shall cover-**

- i) Identification of Asset/items in AMC.
- ii) Putting of sticker with sr. no./vendor name/contact no./mail id on all the items under TMC for complaint registration

##### **Tender Item Sr. no.: 300-Initial repair cost along with items required**

- i) The defective / faulty printers should be repaired during the mobilization period of 15 days.
- ii) It is bidder's responsibility to check all the printers before Tender closing date to ascertain the exact cost of repair.

#### 9. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender enquiry at Annexure - 2 for free delivery 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. भुगतान की शर्तें | TERMS OF PAYMENT:

Payment for the value of supply/service, as reduced by any deductibles and/or the amount leviable towards liquidated damages, service engineer absenteeism if any and after including taxes, duties, octroi, service tax etc. as may be payable through RTGS/NEFT/ECS between 25 to 30 days after completion of services, acceptance and Work Completion Certificate from MDL User dept. (in the rank of CM & Above) against submission of documents in Triplicate including Delivery challan(s) if any, Invoice, IT Authenticity & other Technical documentation in requisite sets as relevant.

##### **Tender Item Sr. no.: 100- TMC OF CANNON PRINTERS & SCANNERS & 200-MAN POWER**

The payment towards TMC OF CANNON PRINTERS & SCANNERS & MAN POWER shall be made on quarterly basis at end of quarter post the delivery of the service against this line items & Work Completion Certificate from MDL User dept.(in the rank of CM & Above).

##### **Tender Item Sr. no.: 300-Initial repair cost along with items required**

The payment towards Initial repair cost along with items required shall be made post the delivery of the service against this line item & Work Completion Certificate from MDL User dept.(in the rank of CM & Above).



**Note:** Bidders shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT format as per Annx-8 provided with the tender enquiry.

#### 11. सुरक्षा जमा | SECURITY DEPOSIT:

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/order excluding Taxes, Duties, and freight etc. in the form of NEFT/DD /Pay Order/ Bank Guarantee from the list of banks approved by CPPC published on MDL website ( Home→ Tenders→Bills/EMD status), in the prescribed format in favor of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract, valid for entire service period of three years plus four more weeks. There shall be deductions in the form of payment of interest on the delayed period of submission beyond stipulated period of 25 days of submission.

Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest only. Please note that MDL does not extend any concessions such as exemptions in payment of Security Deposit to any organizations irrespective of their status like registration with MDL, NSIC and SSI etc.

<b>Beneficiary's Name</b>	Mazagon Dock Shipbuilders Limited
<b>Name of Bank</b>	State Bank of India
<b>Branch</b>	Mazagon Br.
<b>Branch Code</b>	9054
<b>Bank Address</b>	Mazagon Branch, Mazagon, Mumbai - 400 010.
<b>Telephone No. of Bank</b>	23752802
<b>Account No.</b>	<b>10005255246</b>
<b>Account Type</b>	Current Account
<b>IFSC Code</b>	SBIN0009054
<b>RTGS Code</b>	SBIN0009054
<b>NEFT Code</b>	SBIN0009054
<b>MICR / NECS Code</b>	400002120
<b>Income Tax PAN No.</b>	AAACM8029J

12. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 23 of Tender Enquiry, Acceptance formats as per Annexures 3,4 & 5 contained therein should be properly filled by the bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure -9.

**12 a)** In case of improper online filling of Acceptance Formats for TEF, GT&C and STACS, it will be construed that all the terms and conditions of the Tender are acceptable to the Bidder.

#### 13. कर और शुल्क | TAXES & DUTIES:

The VAT / CST, Octroi Charges, service tax & education cess etc.as applicable shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.

Wherever all-inclusive prices are quoted by the tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

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

#### 14. भार लादने का मापदंड | 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 -10 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:

- a. 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 16.05% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- b. 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.
- c. 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.

#### **15. बोलियों में संशोधन | 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.

#### **16. निविदा खोलने की प्रक्रिया | 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-III B or Digital Signature Certificate of higher version.

##### **a) Opening of Techno-Commercial Bid (Part – I Bid)**

Techno-Commercial Bid (Part-I Bid) will be opened online on the Tender closing date at the declared time/day (or next working day if the closing date happens to be a holiday declared by MDL) by a team of MDL's Tender Opening Officers.

##### **b) Opening of Price Bid (Part – II Bid)**

After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidders, with the date & time of opening declared in such intimation. Such intimation may be given at a short notice by Fax, Email or even by telephone.

#### **17. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by GM (Finance) 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 23732106 Or Board Line No.23762000/3000/4000.

#### **18. एमडीएल छुट्टियों पर कार्य | 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.

#### **19. BREAKDOWN CALLS & DOWNTIME PENALTY CLAUSE:**

##### **Breakdown calls:**

For all TMC equipment's i.e. Cannon Printers & Scanners call should be attended within one working day and breakdown should be rectified within 2 working days. **In case the repair of the equipment would take more than two days, vendor should provide equivalent temporary replacement at no extra cost.**

**Downtime Penalty:** Bidder should endeavor to maintain an uptime of 100% of all items under Comprehensive Triennial Maintenance Contract. However penalty shall be applied as follows for non conformance to the service level mentioned at point above.

- i. A breakdown call should be attended within 1 working day and resolved within two working days after lodging the call. Penalty will be applied thereafter per day @ 2.5% of the unit yearly charges, capped max 20% of yearly charges per call. If the breakdown results in non-functioning of these equipment beyond period of 15 days from the date of call lodged, risk purchase clause will be invoked where MDL shall get these equipment repaired from OEM/OEM authorized partner and the TMC for the remaining period of contract will be arranged through the OEM/OEM authorized partner without intimation. The charges for the repairs and the Maintenance for the balance period shall be recovered from the vendor as risk purchase charges. The firm to enter into a back to

back arrangement/contract with the OEM / OEM authorized partner for genuineness and availability of the parts and the service.

ii. If the Preventive Maintenance of items is not carried out within that quarter then the 10% TMC total basic cost for that quarter will be deducted for those items.

iii. For service personals absentees penalty will be applied Rs. 500.00 Per Service Personal Per Day.

**Tender Item Sr. no.: 300-Initial repair cost along with items required**

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 per cent) per week or part thereof, subject to maximum of 5% of the tender line item value.

**20. PRICE/PURCHASE PREFERENCE:**

No Price preference shall be given to any bidder irrespective of their status.

**21. बहुत कम बोली | FREAK LOW RATES:**

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.

**22. बोलियों की क्रम सूची | RANKING OF BIDS:**

The ranking of Price Bids & L1 determination will be done by considering total prices for supply/service items with applicable taxes & levies on overall item basis. Bidders are requested to fill up their rates strictly as per rate sheet. **Bidders are requested to fill up their rates strictly as per rate sheet.**

In case the quoted Duties, Taxes & Levies in the price bid Part-II, is not found in accordance with the Duties, Taxes and Levies specified in the blanked off rate sheet in Part-I Techno-commercial bid; 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 Duties, 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.

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

**23.** 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.

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.

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

Yours faithfully,

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
**MAZAGON DOCK SHIPBUILDERS LIMITED,**

प्रबंधक (सीआईटी- वाणिज्य) | Manager (CIT – C)

Annexures/Enclosures

- संलग्नपत्र १ | Annexure 1 – Technical Specification/Scope of Work  
संलग्नपत्र २ | Annexure 2 – Part A-Rate Sheet Supply Format  
संलग्नपत्र ३ | Annexure 3 - Standard Terms & Conditions (STACS) with Acceptance Format  
संलग्नपत्र ४ | Annexure 4 - General Terms & Conditions (GT&C) with acceptance Format  
संलग्नपत्र ५ | Annexure 5 - Tender enquiry terms Acceptance Format  
संलग्नपत्र ६ | Annexure 6 - Proforma of Security Deposit Bank Guarantee.  
संलग्नपत्र ७ | Annexure 7 - Proforma Bank Guarantee for Performance.  
संलग्नपत्र ८ | Annexure 8 - RTGS/NEFT/ECS Format  
संलग्नपत्र ९ | Annexure 9 - Statutory requirements, Official Secret Act 1923 & Safety Clause  
संलग्नपत्र १० | Annexure 10 - Illustration for loading criteria  
संलग्नपत्र ११ | Annexure 11 - Proforma Bank Guarantee Format for EMD

**Annexure – 1**

**SCOPE OF WORK FOR AMC OF CANNON PRINTERS & SCANNERS**

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1. The Triennial Maintenance Contract (TMC) is fully comprehensive and includes Preventive and Breakdown maintenance of Cannon Make Printers & Scanners in MDL for their smooth functioning. The scope under TMC also covers the inclusion of Cannon Printers & Scanners post their warranty expiry dates during the period of the Maintenance contract. The details of the Cannon Printers & Scanners and their dates for inclusion in the TMC are given in the BOQ.

2. The comprehensive maintenance of Cannon Printers & Scanners which includes troubleshooting, maintenance, repair and replacements of all parts except consumables which are listed below. If the parts / components of the same version and capacity are not available for replacement then the higher compatible version should be used for replacement at no extra cost to MDL. The following items will be considered as consumables and will not be the part of Triennial Maintenance Services.

List of Consumables:

- i. Printer Cartridge/Tonnors
- ii. Printer ribbons
- iii. Print head for Inkjet Printers
- iv. Plotter Head Ink Cartridge & Tank Ink Cartridge.
- v. Fuser Unit Kit and Fuser Assembly & Image Transfer Kit for Printers.
- vi. Stationary
- vii. Software CDs

Items other than the above are to be replaced by bidder at no extra cost to MDL.

3. Preventive Maintenance have to be carried on quarterly basis within the quarter itself. The Printers / Scanners should be cleaned with appropriate chemical cleaning agents on quarterly basis. Additional manpower to complete the Preventive Maintenance, if required, have to be deployed by the vendor for completing the preventive maintenance in that quarter itself. All the necessary tools (screw driver set,blower,cleaning solution etc) have to be provided by the bidder to these service personal on the site to carry out the maintenance activities including preventive maintenance.

4. In an Endeavour to maintain the IT assets as per the required service levels the vendor should deploy sufficient manpower. MDL envisage that minimum 02 nos Resident Service personal are required to be deployed onsite having following skill set and the qualifications: -

- ii. 2 nos Service personal (Atleast a graduate/full time diploma with minimum 4 years of IT experience on servicing of all kind of Printers & Scanners.

MDL approval is necessary for selection and deputation of service personal. Service personal should be replaced by the vendor in case of any misconduct, misbehavior or performance is unsatisfactory with in 15 days.

5. The vendor has to provide substitute equivalent service personal in case of absence of any service personal. The service personal should be stationed permanently on deputed site full time and shall not be relocated without prior permission from concerned authority.

6. The service personal have to be on vendor's Payroll. The subcontract of the job to third party vendors will not be allowed.

7. The working hour of the resident service personal would be from 0830 hrs to 1730 hrs/ 0900 hrs to 1800 hrs from Monday to Friday depending on the office timings at site and on Saturday, Sunday and holidays in rare case when there is emergency.

8. Working on MDL's Holiday: Request for permission for working on Saturday / Sunday / Holidays if required, should be submitted 1 working day prior to the date. Necessary permission from personnel Department and Security shall be sought by the vendor.

9. Breakdown calls:

For all TMC equipment's i.e. Cannon Printers & Scanners call should be attended within one working day and breakdown should be rectified within 2 working days. In case the repair of the equipment would take more than two days, vendor should provide equivalent temporary replacement at no extra cost.

10. Downtime Penalty: You should endeavor to maintain an uptime of 100% of all items under Comprehensive Triennial Maintenance Contract. However penalty shall be applied as follows for non conformance to the service level mentioned at point 9 above.

i. A breakdown call should be attended within 1 working day and resolved within two working days after lodging the call. Penalty will be applied thereafter per day @ 2.5% of the unit yearly charges, capped max 20% of yearly charges per call. If the breakdown results in non-functioning of these equipment beyond period of 15 days from the date of call lodged, risk purchase clause will be invoked where MDL shall get these equipment repaired from OEM/OEM authorized partner and the TMC for the remaining period of contract will be arranged through the OEM/OEM authorized partner without intimation. The charges for the repairs and the Maintenance for the balance period shall be recovered from the vendor as risk purchase charges. The firm to enter into a back to back arrangement/contract with the OEM / OEM authorized partner for genuineness and availability of the parts and the service.

ii. If the Preventive Maintenance of items is not carried out within that quarter then the 10% TMC total basic cost for that quarter will be deducted for those items.

iv. For service personals absentees penalty will be applied Rs. 500.00 Per Service personal Per Day.

11. Vendor should assist in hardware up-gradation / integration / relocation, of the IT equipment under their purview of TMC.

12. The vendor should provide suitable web based call and asset management software (Active directory integrated) like Service Desk or equivalent at no extra cost as part of their contract which shall include facilities for registering complaints by various departments, corrective measure taken, caller identity, certification of call completion, downtime calculation, asset tracking and detailed reporting. A call coordinator shall be deployed onsite at no extra cost on full time basis for management of the calls and coordination with third party vendors.

13. In case of IT equipment(Cannon Printers & Scanners) under warranty which are not under the purview of the TMC the service personal shall note down the serial number of the machines and escalate the service calls to the concerned vendors and take up necessary follow up activities for the same and intimate MDL's officials regarding the details.

14. Some of the hardware may be disposed-off during the term of Contract at the discretion of MDL. The payment will be done only for the actual quantity maintained.

15. All kinds of maintenance services shall be performed in the presence of authorized executives of MDL.

16. The ownership of replaced defective parts would remain with the vendor and these defective should be taken off from the company premises.

17. The vendor shall maintain sufficient spares in working condition and supply standard components for repair and replacement. The vendor will have to maintain following spare equipment at MDL premises till end of the contract to ensure faster repair/replacement.

i. A4 size laser printer 4 nos (B/W).

ii. A3 size laser printer 2 nos (B/W).

iii. Scanner 2 nos (A4).

18. On the expiry of the contract, the IT equipment are to be handed over to MDL's authorized representative in working condition.

19. The firm should be a OEM/OEM authorized partner.

20. Vendor are requested to visit MDL for checking the printer and scanner condition prior to quote. Even if some of the printers or scanners are under not working/faulty condition, the vendor has to repair them The cost for the repair shall be added as separate line item has been given in rate sheet/BOQ. This will be considered in the L1 determination.

21. Payment towards AMC of cannon printers & scanners shall be made on quarterly basis after deducting all appropriate downtime penalty and manpower absenteeism and after receiving of signed service entry sheet in the rank of CM and above.

22. It shall be the responsibility of the OEM to ensure smooth functioning of the setup in case of the bidder failing to honor the contract.

23. MDL will give prior intimation for foreclosure the order/contract may foreclose the order/contract any time during AMC as whenever MPS services Project will be implemented in MDL.

24. Mobilization Period-will be 15 working days which shall cover

i) Identification of Asset/items in AMC.

ii) Putting of sticker with sr. no./vendor name/contact no./mail id for complaint registration.

iii) Repairing of Faulty / Non Working Printers.

25. MDL can add more/additional quantity with same rates and terms & conditions of the tender/contract.

26. Sufficient Spares excluding consumable needs to be stored onMDL Site to maintain 100% uptime & smooth functioning.

27. MDL IT Security guidelines issued from time to time shall be binding on the vendor and their service personal/ representatives. A declaration shall be provided by successful vendor for their compliance to these security guidelines before commencing the execution of contract.

SR. NO.	ITEM DESC	QTY	ITEM SR NO	DEPT	COST CENTER	DATE OF INST	WRANNTY EXPIRE ON	TYPE	AMC PERIOD
1	PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	1	LYL10643	EY-PLANNING	2107	30.10.2014	29.10.2015	PRINTER	36
2	PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	1	LYL10665	EY- PIPE SHOP	2836	04.11.2014	03.11.2015	PRINTER	36
3	PRINTER / COPIER CANON ADVC2220L MODEL : IRC2220L	1	LYL10607	EY – HULL	2802	03.11.2014	02.11.2015	PRINTER	36
4	PRINTER CANON LBP6680X	1	MKSA003148	OTS	1501	30.09.2014	29.09.2015	PRINTER	36
5	PRINTER CANON MF8210CN	1	PXD03206	OTS	1501	30.09.2014	29.09.2015	PRINTER	36
6	PRINTER CANON MF6180dw	1	QQLO3294	OTS	1501	30.09.2014	29.09.2015	PRINTER	36
7	PRINTER CANON MF8280cw	1	PWS04824	EY DESIGN CONTRACTS	2404	30.09.2014	29.09.2015	PRINTER	36
8	PRINTER CANON HP LBP 6200D	1	NCXA103915	HR- CANTEEN	5650	29.09.2014	28.09.2015	PRINTER	36
9	PRINTER CANON HP LBP 6200D	1	NCXA103949	HR- CANTEEN	5650	29.09.2014	28.09.2015	PRINTER	36
10	PRINTER CANON HP LBP 6200D ( 2 of 3)	1	NCXA103909	HR CANTEEN	5650	29.09.2014	28.09.2015	PRINTER	36
11	PRINTER CANON ADVC4245 MODEL : IR-4245 ( 1 OF 4 )	1	RKZ00643	EY-DESIGN	2401	10.11.2014	09.11.2015	PRINTER	36
12	PRINTER CANON ADVC4245 MODEL : IR-4245 ( 2 OF 4 )	1	RKZ00645	EY- QA	2701	11.11.2014	10.11.2015	PRINTER	36
13	PRINTER CANON ADVC4245 MODEL : IR-4245 ( 3 OF 4 )	1	RKZ00647	EY – HULL	2104	11.11.2014	10.11.2015	PRINTER	36
14	PRINTER CANON ADVC4245 MODEL : IR-4245 ( 4 OF 4 )	1	RKZ00644	EY-ENGINEERING	2804	10.11.2014	09.11.2015	PRINTER	36
15	Canon Printer IR4245 DGS&D RC Item No 27	1	RKZ00585	OTS	1501	04.02.2015	03.02.2016	PRINTER	36
16	CANON PRINTER LBP 7200 CDN	1	MCD A502105	SD&D Dept.	1821	29.04.2015	28.04.2018	PRINTER	20
17	CANON PRINTER LBP6680X	1	MKSA507865	EY Weapons	2805	27.03.2015	26.03.2018	PRINTER	21
18	CANON PRINTER LBP6680X	1	MKSA507876	EY Planning	2107	27.03.2015	26.03.2018	PRINTER	21
19	CANON PRINTER LBP6680X	1	MKSAS07871	EY QA	2701	27.03.2015	26.03.2018	PRINTER	21
20	CANON PRINTER LBP6680X	1	MKSAS07872	Mr. Murlu Vepada	1817	24.03.2015	23.03.2018	PRINTER	21
21	CANON PRINTER MF8580CW	1	PXL4310	D(S & HE) Office	5105	26.03.2015	25.03.2018	PRINTER	21
22	CANON PRINTER CBP7018C	1	MJLA511807	CISF Office	5412	27.03.2015	26.03.2018	PRINTER	21
23	CANON PRINTER MF4820D	1	QYR13518	CISF Office	5412	27.03.2015	26.03.2018	PRINTER	21
24	CANON PRINTER LBP6300DN	1	MFTA527976	CISF Office	5412	27.03.2015	26.03.2018	PRINTER	21
25	CANON PRINTER LBP6300DN	1	MFTA527979	Administration Dept.	5401	24.03.2015	23.03.2018	PRINTER	21
26	CANON PRINTER LBP6300DN	1	MFTA527978	Hindi Section	5660	26.03.2014	25.03.2018	PRINTER	21
27	PRINTER CANON LBP 3500 DN	1	LRGA501821	SB-PAINT SHOP	1823	27.10.2015	26.10.2018	PRINTER	14
28	PRINTER CANON LBP 3500 DN	1	LRGA501824	P-17A COMMERCIAL	1314	27.10.2015	26.10.2018	PRINTER	14
29	PRINTER CANON LBP 3500 DN	1	LRGA501818	P-15B	1171	27.10.2015	26.10.2018	PRINTER	14
30	PRINTER CANON MFP 8580 CDW	1	PXL42010	D(F) OFFICE	5102	27.10.2015	26.10.2018	PRINTER	14
31	PRINTER CANON LBP 3500 DN	1	LRGA501822	SB MAINT	1851	27.10.2015	26.10.2018	PRINTER	14

32	PRINTER CANON MFP 4820D	1	QYR24216	TECH. SERVICES	5220	27.10.2015	26.10.2018	PRINTER	14
33	PRINTER CANON MFP 4820D	1	QYR24219	TECH. SERVICES	5220	27.10.2015	26.10.2018	PRINTER	14
34	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41530	SB HULL ( YARD-705)	1168	09.12.2015	08.12.2018	PRINTER	13
35	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41532	SB HULL ( YARD-705)	1168	09.12.2015	08.12.2018	PRINTER	13
36	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41533	SB HULL ( YARD-705)	1168	09.12.2015	08.12.2018	PRINTER	13
37	CANON MFP / Copier IR2530 A3	1	RNS01173	P15-B	1162	09.12.2015	08.12.2016	PRINTER	13
38	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41531	LEGAL / CS OFFICE	5107	30.11.2015	29.11.2018	PRINTER	13
39	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41521	TS-COMMERCIAL	5220	01.12.2015	30.11.2018	PRINTER	13
40	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41520	ADMINISTRATION	5401	30.11.2015	29.11.2018	PRINTER	13
41	CANON Scanner DR-M1060+FB201	1	GQU00076	EY- QA	2701	20.11.2015	19.11.2016	PRINTER	36
42	CANON Scanner DR-M1060+FB201	1	GQU00075	EY – DESIGN	2401	24.11.2015	23.11.2016	PRINTER	36
43	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41516	ATS	5647	04.12.2015	03.12.2018	PRINTER	13
44	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41534	ATS	5647	04.12.2015	03.12.2018	PRINTER	13
45	CANON MFP MF 6180DW Digital copier & MF Office Machine	1	QQL41517	SB-WN	1844	04.12.2015	03.12.2018	PRINTER	13
46	PRINTER CANON MFP 8580 CDW	1	PXL41711	D(CP&P) OFFICE	5104	04.12.2015	03.12.2018	PRINTER	13
47	PRINTER CANON MFP 8580 CDW	1	PXL42245	D(S) OFFICE	5103	04.12.2015	03.12.2018	PRINTER	13
48	PRINTER CANON MFP 4750	1	QZB21259	TRANSPORT	5440	04.12.2015	03.12.2018	PRINTER	13
49	SCANNER CANON DR F120	1	GSU01560	SB YARD 702	1842	04.12.2015	03.12.2018	PRINTER	13
50	SCANNER CANON DR F120	1	GSU01551	P15-A	1163	04.12.2015	03.12.2018	PRINTER	13
51	CANON SCANNER DR-2020U	1	FA701466	PMT-P15B	1162	15.07.2014	14.07.2015	SCANNER	36
52	CANON SCANNER DR-6030C+FB201	1	FX401066	SB DESIGN	2401	27.06.2014	26.06.2015	SCANNER	36
53	CANON SCANNER DR-6030C+FB201	1	FX10408	SB DESIGN	2401	27.06.2014	26.06.2015	SCANNER	36
54	CANON SCANNER DR-C-125	1	FF406803	SB-PSC	1601	20.06.2014	19.06.2015	SCANNER	36
55	CANON SCANNER DR-C-2020U	1	FA701458	IMPORT SECTION	1334	16.07.2014	15.07.2015	SCANNER	36
56	CANON SCANNER DR-C-2020U	1	FA701480	SB-QA	1704	16.07.2014	15.07.2015	SCANNER	36
57	CANON SCANNER DR-C-2020U	1	FA701485	MATERIALS	1331	21.07.2014	20.07.2015	SCANNER	36



58	CANON SCANNER DR-C-2020U	1	FA701483	SB-ENGG	1831	18.07.2014	17.07.2015	SCANNER	36
59	CANON SCANNER DR-C-130L	1	FWD02965	SB-Y702	1150	15.07.2014	14.07.2015	SCANNER	36
60	CANON SCANNER DR-C-2020U	1	FA701491	EY STORES	2311	18.07.2014	17.07.2015	SCANNER	36
61	CANON SCANNER DR-C-2020U	1	FA701484	EY STORES	2311	18.07.2014	17.07.2015	SCANNER	36
62	CANON SCANNER DR-C-2020U	1	FA701482	EY STORES	2333	30.07.2014	29.07.2015	SCANNER	36
63	CANON SCANNER DR-C-130L	1	FWD02923	P15-B	1142	27.06.2014	26.06.2015	SCANNER	36
64	CANON SCANNER DR-C-130L	1	FWD02936	P15-B	1142	27.06.2014	26.06.2015	SCANNER	36
65	CANON SCANNER DR-C-130L	1	FWD03011	P15-B	1142	27.06.2014	26.06.2015	SCANNER	36
66	CANON SCANNER DR-C-130L	1	FWD02924	SECURITY	5410	01.07.2014	30.06.2015	SCANNER	36
67	CANON SCANNER DR-C-130L	1	FWD02969	SECURITY	5410	30.06.2014	29.06.2015	SCANNER	36
68	CANON SCANNER DR-C-2020U	1	DR2020Y	SECURITY	5410	18.07.2014	17.07.2015	SCANNER	36
69	CANON SCANNER DR-6030C+FB201	1	FLU00104	EY DESIGN	2401	30.06.2014	29.06.2015	SCANNER	36
70	CANON SCANNER DR-6030C+FB201	1	FLU00150	EY SM2		30.06.2014	29.06.2015	SCANNER	36
71	CANON SCANNER DR-6030C+FB201	1	FLU00106	EY PLANNING	2104	30.06.2014	29.06.2015	SCANNER	36
72	CANON SCANNER DR-6030C+FB201	1	FLU00108	OTS	1501	01.07.2014	30.06.2015	SCANNER	36
73	CANON SCANNER DR-C-2020U	1	FA701459	OTS	1501	21.07.2014	20.07.2015	SCANNER	36
74	CANON IR 2422L ( SIZE A-3)	1	QYT01875	P15-B	1162	15.07.2014	14.07.2015	SCANNER	36
75	CANON IR ADV 4245	1	QYV00947	OTS	1501	16.07.2014	15.07.2015	SCANNER	36
76	CANON IR ADV 4245	1	QYV00959	HR&ER	1621	14.07.2014	13.07.2015	SCANNER	36
77	SCANNER CANON CANOSCAN 900F	1	ACVB00463	SB-MAINTENANCE	1852	29.09.2014	28.09.2015	SCANNER	36
78	SCANNER CANON CANOSCAN 9000F	1	ACVB00463	SB-MAINTENANCE	1852	29.09.2014	28.09.2015	SCANNER	36
79	Canon Scanner 6030C DGS&D RC Item No 18	1	FLU00366	EY-DESIGN	2804	05.02.2015	04.02.2016	SCANNER	36
80	CANON DR-M1060+FB201	1	GQV00066	EY MAINT	2806	20.08.2015	19.08.2016	SCANNER	36
81	SCANNER CANON DR 2020 U	1	SP1425A00073TC	SB-PAINT SHOP	1823	27.10.2015	26.10.2018	SCANNER	14
82	PRINTER CANON MF8210CN	1	PXD40040	D(S&HE) OFFICE	5105	29.09.2014	28.09.2015	PRINTER	36
83	PRINTER CANON HP LBP 6200D	1	NCXA103947	SB-HR & ER	1621	29.09.2014	28.09.2015	PRINTER	36
84	PRINTER CANON HP LBP 6200D	1	NCXA103948	SB-HR & ER	1621	29.09.2014	28.09.2015	PRINTER	36
85	PRINTER CANON HP LBP 6200D	1	NCXA103916	SB-HR & ER	1621	29.09.2014	28.09.2015	PRINTER	36
86	CANON PRINTER LBP6230DN	1	NCCA106051	EY Weapons	2805	27.03.2015	26.03.2018	PRINTER	21
87	CANON PRINTER LBP6230DN	1	NCCA106055	Mr. Murli Vepada	1817	24.03.2015	23.03.2018	PRINTER	21
88	CANON PRINTER MF8280CW	1	PWS41252	EY Project Office	2101	02.04.2015	01.04.2018	PRINTER	21
89	CANON PRINTER MF8280CW	1	PWS41259	Vigilance Dept.	5106	26.03.2015	25.03.2018	PRINTER	21

## दर पत्रक | Rate Sheet

## Rate Sheet

निविदा क्रमांक | TENDER No: 3000000305

SR NO	Tender Sr.No	Item Description	Total Period/Quantity in TMC in Months	Basic Unit rate per month per item valid for 3 years without taxes	Service Tax @15%	Total Cost inclusive of Taxes (ST @15% ) for 3 years
1	10.10	PRINTER / COPIER CANON ADV2220L MODEL : IRC2220L	36			
2	10.20	PRINTER / COPIER CANON ADV2220L MODEL : IRC2220L	36			
3	10.30	PRINTER / COPIER CANON ADV2220L MODEL : IRC2220L	36			
4	10.40	PRINTER CANON LBP6680X	36			
5	10.50	PRINTER CANON MF8210CN	36			
6	10.60	PRINTER CANON MF6180dw	36			
7	10.70	PRINTER CANON MF8280cw	36			
8	10.80	PRINTER CANON HP LBP 6200D	36			
9	10.90	PRINTER CANON HP LBP 6200D	36			
10	10.100	PRINTER CANON HP LBP 6200D	36			
11	10.110	PRINTER CANON ADV4245 MODEL : IR-4245	36			
12	10.120	PRINTER CANON ADV4245 MODEL : IR-4245	36			
13	10.130	PRINTER CANON ADV4245 MODEL : IR-4245	36			
14	10.140	PRINTER CANON ADV4245 MODEL : IR-4245	36			
15	10.150	Canon Printer IR4245	36			
16	10.160	CANON PRINTER LBP 7200 CDN	20			
17	10.170	CANON PRINTER LBP6680X	21			
18	10.180	CANON PRINTER LBP6680X	21			
19	10.190	CANON PRINTER LBP6680X	21			
20	10.200	CANON PRINTER LBP6680X	21			
21	10.210	CANON PRINTER MF8580CW	21			
22	10.220	CANON PRINTER CBP7018C	21			
23	10.230	CANON PRINTER MF4820D	21			
24	10.240	CANON PRINTER LBP6300DN	21			
25	10.250	CANON PRINTER LBP6300DN	21			
26	10.260	CANON PRINTER LBP6300DN	21			

27	10.270	PRINTER CANON LBP 3500 DN	14		
28	10.280	PRINTER CANON LBP 3500 DN	14		
29	10.290	PRINTER CANON LBP 3500 DN	14		
30	10.300	PRINTER CANON MFP 8580 CDW	14		
31	10.310	PRINTER CANON LBP 3500 DN	14		
32	10.320	PRINTER CANON MFP 4820D	14		
33	10.330	PRINTER CANON MFP 4820D	14		
34	10.340	CANON MFP MF 6180DW Digital copier	13		
35	10.350	CANON MFP MF 6180DW Digital copier	13		
36	10.360	CANON MFP MF 6180DW Digital copier	13		
37	10.370	CANON MFP / Copier IR2530 A3	13		
38	10.380	CANON MFP MF 6180DW Digital copier	13		
39	10.390	CANON MFP MF 6180DW Digital copier	13		
40	10.400	CANON MFP MF 6180DW Digital copier	13		
41	10.410	CANON Scanner DR-M1060+FB201	36		
42	10.420	CANON Scanner DR-M1060+FB201	36		
43	10.430	CANON MFP MF 6180DW Digital copier	13		
44	10.440	CANON MFP MF 6180DW Digital copier	13		
45	10.450	CANON MFP MF 6180DW Digital copier	13		
46	10.460	PRINTER CANON MFP 8580 CDW	13		
47	10.470	PRINTER CANON MFP 8580 CDW	13		
48	10.480	PRINTER CANON MFP 4750	13		
49	10.490	SCANNER CANON DR F120	13		
50	10.500	SCANNER CANON DR F120	13		
51	10.510	CANON SCANNER DR-2020U	36		
52	10.520	CANON SCANNER DR-6030C+FB201	36		
53	10.530	CANON SCANNER DR-6030C+FB201	36		
54	10.540	CANON SCANNER DR-C-125	36		
55	10.550	CANON SCANNER DR-C-2020U	36		
56	10.560	CANON SCANNER DR-C-2020U	36		
57	10.570	CANON SCANNER DR-C-2020U	36		
58	10.580	CANON SCANNER DR-C-2020U	36		
59	10.590	CANON SCANNER DR-C-130L	36		
60	10.600	CANON SCANNER DR-C-2020U	36		
61	10.610	CANON SCANNER DR-C-2020U	36		

62	10.620	CANON SCANNER DR-C-2020U	36		
63	10.630	CANON SCANNER DR-C-130L	36		
64	10.640	CANON SCANNER DR-C-130L	36		
65	10.650	CANON SCANNER DR-C-130L	36		
66	10.660	CANON SCANNER DR-C-130L	36		
67	10.670	CANON SCANNER DR-C-130L	36		
68	10.680	CANON SCANNER DR-C-2020U	36		
69	10.690	CANON SCANNER DR-6030C+FB201	36		
70	10.700	CANON SCANNER DR-6030C+FB201	36		
71	10.710	CANON SCANNER DR-6030C+FB201	36		
72	10.720	CANON SCANNER DR-6030C+FB201	36		
73	10.730	CANON SCANNER DR-C-2020U	36		
74	10.740	CANON IR 2422L ( SIZE A-3)	36		
75	10.750	CANON IR ADV 4245	36		
76	10.760	CANON IR ADV 4245	36		
77	10.770	SCANNER CANON CANOSCAN 900F	36		
78	10.780	SCANNER CANON CANOSCAN 9000F	36		
79	10.790	Canon Scanner 6030C DGS&D RC Item No 18	36		
80	10.800	CANON DR-M1060+FB201	36		
81	10.810	SCANNER CANON DR 2020 U	14		
82	10.820	PRINTER CANON MF8210CN	36		
83	10.830	PRINTER CANON HP LBP 6200D	36		
84	10.840	PRINTER CANON HP LBP 6200D	36		
85	10.850	PRINTER CANON HP LBP 6200D	36		
86	10.860	CANON PRINTER LBP6230DN	21		
87	10.870	CANON PRINTER LBP6230DN	21		
88	10.880	CANON PRINTER MF8280CW	21		
89	10.890	CANON PRINTER MF8280CW	21		
90	20.10	MAN POWER (02 NOS.)	72		
91	30.10	INITIAL REPAIR COST ALONG WITH ITEMS REQUIRED	1 AU		

**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 supplies please refer tender document & Annexure -1.
2. MDL will provide form 'C' for Concessional Sales Tax so bidder can quote taxes accordingly.

**\*\* 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.**

**STANDARD TERMS AND CONDITIONS (STACS)  
(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 Subcontractor / 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 STACS.

**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.

**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 / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Contractor under the contract or any other contract with the Purchaser.

**240. ADDITIONAL BANK GUARANTEE**

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

**250. INDEMNIFICATION**

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

**270 SUBCONTRACT & RIGHT OF PURCHASER**

**271.** The Contractor / Bidder shall 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 Contractor / Bidder 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. PATENTRIGHTS.**

**281.** The Contractor / Bidder 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 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 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 foreborne 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.

### **310. IMMUNITY OF GOVERNMENT OF INDIA. (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES**

**311.** It is expressly understood and agreed by and between M/s. (Contractor / Bidder / Supplier) 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 (Contractor / Bidder) 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, (Contractor / Bidder) 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 / services to MDL shall be arranged by the bidder from the concerned authorities in their country without any time & cost implications on the Purchaser.

### **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.

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.

### **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.

### **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**

**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 atleast 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.

lii 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 Officer 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 State Government 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 alongwith Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made thereunder 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, shall 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 forward 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 Officer-in-Charge Safety, or any officer 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 Officer 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.

**450**

**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.

STACS ACCEPTANCE FORMAT

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
IT PURCHASE SECTION.

TENDER ENQUIRY 3000000305

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		281		381	
102		291	NA	382	
103		301		383	
121		302		391	
201		303		401	
211		310	NA	402	
212	NA	321	NA	403	
213	NA	331		411	
221		341		412	
222		351		413	
231	NA	352		421	
241		361		422	
243	NA	371		431	
251		372		432	NA
261		373		441	
271		-		451	

- NA- Not Applicable

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

DATE :

\_\_\_\_\_

DESIGNATION :

\_\_\_\_\_

SIGNATURE :

NAME :

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) alongwith 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. For example 220 means – clause nos. 220, 221, 222.

.....

**ANNEXURE – 4**

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES  
(EXCLUDING CIVIL WORKS)**

**A10. BLANK**

**A20. SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the 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/Supplier/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/Supplier/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/Supplier/Contractor in this regard.

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

A71. Where so stipulated in the order, the Bidder / 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/Supplier /Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier /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/Supplier/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 Supplier /contractor on account of such premature termination of contract.

**A83.** In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from 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/Supplier/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 / Supplier / Contractor.

A93. The Bidder / Supplier / 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 AND 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 FOB 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, 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 such agreed cases, 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 taxes and duties 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 MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. 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 VAT 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 VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

**A120. DEMURRAGE**

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

**A130. # INSPECTION, TESTING.**

**A131.** The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive 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 / Supplier / Contractor.

**A133.** The Bidder / Supplier / 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 / Supplier / 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 / Supplier / 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.

**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.**

**171.** 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 Supplier / 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 / Supplier 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 / Supplier to do so is liable for disqualification /

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

**A200. # FACILITY PROVISION (Applicable only for Services)**

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

**A230 PREFERENCETIAL PURCHASE FROM MSE VENDORS:**

MDL has right to place order on MSE firm meeting following criteria:

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



**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 PURCHASE DEPARTMENT.  
**TENDER ENQUIRY No.** 3000000305

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A21		A93	NA	A162	NA
A31		A101		A163	NA
A41		A102	NA	A164	NA
A51	NA	A111		A165	NA
A61		A121	NA	A171	
A71		A131	NA	A181	NA
A81		A132	NA	A191	
A82		A133	NA	A201	NA
A83		A141		A230	NA
A91	NA	A151			
A92	NA	A161	NA		

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE :  
 DATE :  
 NAME :  
 DESIGNATION :  
 BIDDER'S COMPANY SEAL:

**NOTES:**

- Bidders should carefully read the Terms & Conditions of the General Terms & Conditions (GT&C) 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. For example Clause no. A10 means – Clause nos. A11, A12, A13.

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## TEF ACCEPTANCE FORMAT

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
PURCHASE DEPARTMENT.

**TENDER ENQUIRY No.** 3000000305

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		12		23	
2		13			
3		14			
4		15			
5		16			
6		17			
7		18			
8		19			
9		20			
10		21			
11		22			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

**NOTES :**

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) 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. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**  
(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs 500. However, the value of stamp paper to be confirmed from Legal Dept, MDL.)

IN CONSIDERATION OF MAZAGON DOCK 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 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 with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include 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 5% 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 said 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.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. 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 or winding up of the business of the

7. 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).

8. 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)

(Signature of a person authorized to sign on behalf of "the Bank")

**NOTE :-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

4. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**  
**(ILLUSTRATIVE FORMAT)**

*(On Non-Judicial stamp paper of value Rs. 500. However, the value of stamp paper to be confirmed from Legal Dept, MDL)*

IN CONSIDERATION OF MAZAGON DOCK 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 include 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-fulfilment 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 said Contractor/Supplier has failed to perform or fulfil 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.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. 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 .....

7. 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).

8. 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)

(Signature of a person authorized to sign on behalf of "the Bank")

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.
3. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.

**RTGS/NEFT – MANDATE AUTHORIZATION FORM**

**1. Supplier's / Vendor's Name:**

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

**2. Supplier's / Vendor's Name as per Bank Records:**

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

**3A. Supplier's Code**

--	--	--	--	--

**3B. Supplier's PAN Number: #**

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

# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill-up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

**4. Supplier's / Vendor's Complete Postal Address:**

Door No.								Street:								
Location:								District:								
City:								State					PIN			

**5. Supplier's / Vendor's E-mail ID:**

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

**6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:**


**7. Name of the Bank:**

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

**8. Bank (Branch) Postal Address:**


**9. RTGS\*/NEFT\*\* - Code of the Branch:**

RTGS:																			
NEFT:																			

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer". These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for 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 1<sup>st</sup> 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's Seal: Authorized Signature of the Supplier:

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

**Date:** Bank's Stamp Authorized Signature of the Officer of the Bank.

**MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD,  
MUMBAI – 400 010**

**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**

\*\*\*\*\*

**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.

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

A

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 <b>OR</b> 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.			
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		
<b>D. Landed Cost:</b>				
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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**PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

(On Non-Judicial stamp paper of value Rs. 500. However, the value of stamp paper to be confirmed from Legal Dept, MDL.)

IN CONSIDERATION OF MAZAGON DOCK 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 Company" 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 agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" 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) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its

successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ..... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company 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 Company 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 Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer 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 Company that the Company 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 tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. 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).

8. 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 or the person authorised to sign)  
(Signature of a person authorized to sign on behalf of "the Bank")

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

3. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.