



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
Certified - ISO 9001: 2008 for Shipbuilding Division

Tender No : 3000000313
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: 3000000313
Tender Date: 18.01.2017
Tender Closing Date 17.02.2017
Tender Closing Time 14:00:00
RFQ Number: 2090000937

Telephone No:
Fax No:
Email ID:

Tender Fee: Rs 0.00
EMD Amount: Rs 700,000.00
Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00
Tender Opening Date: 20.02.2017 Tender Opening Time: 10:00:00
Offer should be valid up to: 16.06.2017
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:- TRIENNIAL RATE CONTRACT (TRC) FOR SUPPLY OF HP PRINTER'S CARTRIDGE, TONER, DRUM, FUSER ASSEMBLIES & IMAGE TRANSFER KIT ALONG WITH BUYBACK OF EMPTY CARTRIDGES AND OTHER CONSUMABLES

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	Material Number:- HP 51629A	24 Number	20.02.2017
00200	Material Number:- HP 51645A	78 Number	20.02.2017
00300	Material Number:- HP 51649A	6 Number	20.02.2017
00400	Material Number:-	24 Number	20.02.2017

Tender Number:- 3000000313		Tender Date:- 18.01.2017		RFQ Number:- 2090000937	
Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
	HP C4810A				
00500	Material Number:- HP C4811A	18 Number	20.02.2017		
00600	Material Number:- HP C4812A	18 Number	20.02.2017		
00700	Material Number:- HP C4813A	18 Number	20.02.2017		
00800	Material Number:- HP C4820A	18 Number	20.02.2017		
00900	Material Number:- HP C4822A	18 Number	20.02.2017		
01000	Material Number:- HP C4823A	18 Number	20.02.2017		
01100	Material Number:- HP C4836A	84 Number	20.02.2017		
01200	Material Number:- HP C4837A	84 Number	20.02.2017		
01300	Material Number:- HP C4838A	84 Number	20.02.2017		
01400	Material Number:- HP C4844A	150 Number	20.02.2017		
01500	Material Number:- HP C4902A	24 Number	20.02.2017		
01600	Material Number:- HP C4907A	24 Number	20.02.2017		
01700	Material Number:- HP C4908A	48 Number	20.02.2017		
01800	Material Number:- HP C4909A	48 Number	20.02.2017		
01900	Material Number:- HP C4911A	24 Number	20.02.2017		
02000	Material Number:- HP C4912A	24 Number	20.02.2017		
02100	Material Number:- HP C4913A	24 Number	20.02.2017		
02200	Material Number:- HP C4936A	138 Number	20.02.2017		
02300	Material Number:- HP C4937A	111 Number	20.02.2017		
02400	Material Number:- HP C4938A	111 Number	20.02.2017		
02500	Material Number:- HP C4939A	117 Number	20.02.2017		
02600	Material Number:- HP C6578D	54 Number	20.02.2017		

Tender Number:- 3000000313		Tender Date:- 18.01.2017		RFQ Number:- 2090000937	
Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
02700	Material Number:- HP C7115A	9 Number	20.02.2017		
02800	Material Number:- HP C8543X	258 Number	20.02.2017		
02900	Material Number:- HP C8767Z	36 Number	20.02.2017		
03000	Material Number:- HP C9351A	81 Number	20.02.2017		
03100	Material Number:- HP C9352A	48 Number	20.02.2017		
03200	Material Number:- HP C9362Z	6 Number	20.02.2017		
03300	Material Number:- HP C9363Z	24 Number	20.02.2017		
03400	Material Number:- HP C9391A	36 Number	20.02.2017		
03500	Material Number:- HP C9730A	273 Number	20.02.2017		
03600	Material Number:- HP C9731A	219 Number	20.02.2017		
03700	Material Number:- HP C9732A	219 Number	20.02.2017		
03800	Material Number:- HP C9733A	219 Number	20.02.2017		
03900	Material Number:- HP CB335Z	270 Number	20.02.2017		
04000	Material Number:- HP CB337Z	126 Number	20.02.2017		
04100	Material Number:- HP CB436A	177 Number	20.02.2017		
04200	Material Number:- HP CB540A	315 Number	20.02.2017		
04300	Material Number:- HP CB541A	249 Number	20.02.2017		
04400	Material Number:- HP CB542A	261 Number	20.02.2017		
04500	Material Number:- HP CB543A	249 Number	20.02.2017		
04600	Material Number:- HP CC388A	561 Number	20.02.2017		
04700	Material Number:- HP CC530A	225 Number	20.02.2017		
04800	Material Number:- HP CC531A	168 Number	20.02.2017		
04900	Material Number:-	168 Number	20.02.2017		

Tender Number:- 3000000313		Tender Date:- 18.01.2017		RFQ Number:- 2090000937	
Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
	HP CC532A				
05000	Material Number:- HP CC533A	168 Number	20.02.2017		
05100	Material Number:- HP CC653A	57 Number	20.02.2017		
05200	Material Number:- HP CC654A	6 Number	20.02.2017		
05300	Material Number:- HP CC656A	45 Number	20.02.2017		
05400	Material Number:- HP CC660A	18 Number	20.02.2017		
05500	Material Number:- HP CE255A	306 Number	20.02.2017		
05600	Material Number:- HP CE278A	810 Number	20.02.2017		
05700	Material Number:- HP CE320A	96 Number	20.02.2017		
05800	Material Number:- HP CE321A	36 Number	20.02.2017		
05900	Material Number:- HP CE322A	36 Number	20.02.2017		
06000	Material Number:- HP CE323A	36 Number	20.02.2017		
06100	Material Number:- HP CE505A	189 Number	20.02.2017		
06200	Material Number:- HP CE740A	96 Number	20.02.2017		
06300	Material Number:- HP CE741A	63 Number	20.02.2017		
06400	Material Number:- HP CE742A	63 Number	20.02.2017		
06500	Material Number:- HP CE743A	63 Number	20.02.2017		
06600	Material Number:- HP Q2612A	270 Number	20.02.2017		
06700	Material Number:- HP Q5945A	9 Number	20.02.2017		
06800	Material Number:- HP Q5949A	102 Number	20.02.2017		
06900	Material Number:- HP Q6000A	81 Number	20.02.2017		
07000	Material Number:- HP Q6001A	54 Number	20.02.2017		
07100	Material Number:- HP Q6002A	54 Number	20.02.2017		

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
07200	Material Number:- HP Q6003A	54 Number	20.02.2017		
07300	Material Number:- HP Q6470A	15 Number	20.02.2017		
07400	Material Number:- HP Q7516A	396 Number	20.02.2017		
07500	Material Number:- HP Q7551A	84 Number	20.02.2017		
07600	Material Number:- HP Q7553A	18 Number	20.02.2017		
07700	Material Number:- HP Q7561A	24 Number	20.02.2017		
07800	Material Number:- HP Q7562A	6 Number	20.02.2017		
07900	Material Number:- HP Q7563A	6 Number	20.02.2017		
08000	Material Number:- HP Q7581A	9 Number	20.02.2017		
08100	Material Number:- HP Q7582A	9 Number	20.02.2017		
08200	Material Number:- HP Q7583A	9 Number	20.02.2017		
08300	Material Number:- HP Q6511A	6 Number	20.02.2017		
08400	Material Number:- HP 702(CC660AA)	216 Number	20.02.2017		
08500	Material Number:- HP CE310A	30 Number	20.02.2017		
08600	Material Number:- HP CE311A	30 Number	20.02.2017		
08700	Material Number:- HP CE312A	30 Number	20.02.2017		
08800	Material Number:- HP CE313A	30 Number	20.02.2017		
08900	Material Number:- HP CB390A	30 Number	20.02.2017		
09000	Material Number:- HP CB381A	30 Number	20.02.2017		
09100	Material Number:- HP CB382A	30 Number	20.02.2017		
09200	Material Number:- HP CB383A	30 Number	20.02.2017		
09300	Material Number:- HP CE400XC	30 Number	20.02.2017		
09400	Material Number:-	30 Number	20.02.2017		

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
	HP CF210X				
09500	Material Number:- HP CF211A	30 Number	20.02.2017		
09600	Material Number:- HP CF212A	30 Number	20.02.2017		
09700	Material Number:- HP CF213A	30 Number	20.02.2017		
09800	Material Number:- HP CE410A	30 Number	20.02.2017		
09900	Material Number:- HP CE411A	30 Number	20.02.2017		
10000	Material Number:- HP CE412A	30 Number	20.02.2017		
10100	Material Number:- HP CE413A	30 Number	20.02.2017		
10200	Material Number:- HP CF280A	30 Number	20.02.2017		
10300	Material Number:- HP C6657A	60 Number	20.02.2017		
10400	Material Number:- HP CD975A	30 Number	20.02.2017		
10500	Material Number:- HP CD971AA	30 Number	20.02.2017		
10600	Material Number:- HP CD972AA	30 Number	20.02.2017		
10700	Material Number:- HP CD973AA	30 Number	20.02.2017		
10800	Material Number:- HP CD974AA	30 Number	20.02.2017		
10900	Material Number:- HP C4906A	30 Number	20.02.2017		
11000	Material Number:- HP C6656A	60 Number	20.02.2017		
11100	Material Number:- HP C6657AA	30 Number	20.02.2017		
11200	Material Number:- HP CF214X	30 Number	20.02.2017		
11300	Material Number:- HP CF228A	1,080 Number	20.02.2017		
11400	Material Number:- HP CF410A	180 Number	20.02.2017		
11500	Material Number:- HP CF411A	180 Number	20.02.2017		
11600	Material Number:- HP CF413A	180 Number	20.02.2017		

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
11700	Material Number:- HP CF412A	180 Number	20.02.2017		
11800	Material Number:- HP CF380A	108 Number	20.02.2017		
11900	Material Number:- HP CF381A	108 Number	20.02.2017		
12000	Material Number:- HP CF383A	108 Number	20.02.2017		
12100	Material Number:- HP CF382A	108 Number	20.02.2017		
12200	Material Number:- HP CZ192A	36 Number	20.02.2017		
12300	Material Number:- HP CF280A	684 Number	20.02.2017		
12400	Material Number:- HP CF254A	36 Number	20.02.2017		
12500	Material Number:- HP CE273A	9 Number	20.02.2017		
12600	Material Number:- HP CE272A	9 Number	20.02.2017		
12700	Material Number:- HP CE271A	9 Number	20.02.2017		
12800	Material Number:- HP CE270A	18 Number	20.02.2017		
12900	Material Number:- HP Ink Cartridge 920 XL (BLACK)	18 Number	20.02.2017		
13000	Material Number:- HP Ink Cartridge 920 (CYAN)	9 Number	20.02.2017		
13100	Material Number:- HP Ink Cartridge 920 (YELLOW)	9 Number	20.02.2017		
13200	Material Number:- HP Ink Cartridge 920 (MAGENTA)	9 Number	20.02.2017		
13300	Material Number:- HP Ink Cartridge 950 XL (BLACK)	36 Number	20.02.2017		
13400	Material Number:- HP Ink Cartridge 951 (CYAN)	9 Number	20.02.2017		
13500	Material Number:- HP Ink Cartridge 951 (YELLOW)	9 Number	20.02.2017		
13600	Material Number:- HP Ink Cartridge 951 (MAGENTA)	9 Number	20.02.2017		
13700	Material Number:- HP Toner Cartridge Q7570A	9 Number	20.02.2017		
13800	Material Number:- HP TONER CF350A	27 Number	20.02.2017		
13900	Material Number:-	9 Number	20.02.2017		

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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
	HP TONER CF351A				
14000	Material Number:- HP TONER CF352A	9 Number	20.02.2017		
14100	Material Number:- HP TONER CF353A	9 Number	20.02.2017		
14200	Material Number:- HP INK CARTRIDGE 854	12 Number	20.02.2017		
14300	Material Number:- HP INK CARTRIDGE 711 CZ129A	18 Number	20.02.2017		
14400	Material Number:- HP INK CARTRIDGE 711 CZ130A	9 Number	20.02.2017		
14500	Material Number:- HP INK CARTRIDGE 711 CZ131A	9 Number	20.02.2017		
14600	Material Number:- HP INK CARTRIDGE 711 CZ132A	9 Number	20.02.2017		
14700	Material Number:- Fuser Assembly for CLJ CM 6040 MFP	6 Number	20.02.2017		
14800	Material Number:- Fuser Assembly for LJ CP 1515n	12 Number	20.02.2017		
14900	Material Number:- Fuser Assembly for LJ P1007	6 Number	20.02.2017		
15000	Material Number:- Fuser Assembly for LJ P1505	6 Number	20.02.2017		
15100	Material Number:- Fuser Assembly for LJ P1606	6 Number	20.02.2017		
15200	Material Number:- Fuser Assembly for LJ PRO P 1108	6 Number	20.02.2017		
15300	Material Number:- Fuser Assembly for CLJ 5550DN	6 Number	20.02.2017		
15400	Material Number:- Fuser Assembly for LJ 1200	6 Number	20.02.2017		
15500	Material Number:- Fuser Assembly for LJ 2420dn	6 Number	20.02.2017		
15600	Material Number:- Fuser Assembly for LJ 3015	6 Number	20.02.2017		
15700	Material Number:- Fuser Assembly for LJ 3005DN	6 Number	20.02.2017		
15800	Material Number:- Fuser Assembly for LJ 3055	6 Number	20.02.2017		
15900	Material Number:- Fuser Assembly for LJ 3800DN	6 Number	20.02.2017		
16000	Material Number:- Fuser Assembly for LJ 5200n	9 Number	20.02.2017		
16100	Material Number:- Fuser Assembly for LJ 9040 DN	6 Number	20.02.2017		

Tender Number:- 3000000313 Tender Date:- 18.01.2017 RFQ Number:- 2090000937

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
16200	Material Number:- Fuser Assembly for LJ CP 2025n	6 Number	20.02.2017
16300	Material Number:- Fuser Assembly for LJ CP 5225n	6 Number	20.02.2017
16400	Material Number:- Fuser Assembly for LJ P2055dn	6 Number	20.02.2017
16500	Material Number:- Fuser Assembly for HP LJ PRO MFP 521 DN	6 Number	20.02.2017
16600	Material Number:- Fuser Assembly for HP LJ PRO MFP M427 DN	45 Number	20.02.2017
16700	Material Number:- Fuser Assembly for HP LJ PRO MFP M477 FD	6 Number	20.02.2017
16800	Material Number:- Fuser Assembly for HP LJ PRO M202 DW	18 Number	20.02.2017
16900	Material Number:- Fuser Assembly for HP LJ PRO M452 DN	6 Number	20.02.2017
17000	Material Number:- Fuser Assembly for HP M427 DW	6 Number	20.02.2017
17100	Material Number:- Fuser Assembly for HP M476 DW	18 Number	20.02.2017
17200	Material Number:- Fuser Assembly for HP M226 DN	6 Number	20.02.2017
17300	Material Number:- Fuser Assembly for HP M706N	6 Number	20.02.2017
17400	Material Number:- Fuser Assembly for HP M425 DN MFP	33 Number	20.02.2017
17500	Material Number:- Fuser Assembly for HP M725 DN MFP	6 Number	20.02.2017
17600	Material Number:- IMAGE TRANSFER KIT FOR HP 5550 DN	15 Number	20.02.2017
17700	Material Number:- IMAGE TRANSFER KIT FOR HP 5525	6 Number	20.02.2017
17800	Material Number:- IMAGE TRANSFER KIT FOR HP 5225	9 Number	20.02.2017
17900	Material Number:- IMAGE TRANSFER KIT FOR HP PRINTER CP1515	6 Number	20.02.2017
18000	Material Number:- IMAGE TRANSFER KIT FOR HP PRINTER CP2025	6 Number	20.02.2017
18100	Material Number:- FUSER KIT FOR HP 5525 DN	6 Number	20.02.2017
18200	Material Number:- DRUM UNIT FOR HP LASERJET PRINTER CM6040	6 Number	20.02.2017

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

Tender Number:- 3000000313

Tender Date:- 18.01.2017

RFQ Number:- 2090000937

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
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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 DOCK SHIPBUILDERS LIMITED

(भारत सरकार का उपक्रम) / A Government of India Undertaking

डॉकयार्ड रोड, माझगांव, मुंबई ४०० ०१० / Dockyard Road, Mazagon, Mumbai 400 010.

Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division

Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

निविदा सूचना (भाग २) / WEB TENDER ENQUIRY (Two Bid System)

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

विभाग/DEPARTMENT: सीआईटी-CIT

अनुभाग/SECTION: आईटी-वाणिज्य IT PURCHASE

ई-निविदा|E-TENDER NO: 3000000313

बयाना जमा | EMD: Rs.7,00,000/-

निविदा दिनांक | TENDER DATE:18.01.2017

निविदा बंद होनेका समय | TENDER CLOSING DATE & TIME:- 17.02.2017 at 14.00 Hrs.

निविदा खुलनेका समय| TENDER OPENING DATE & TIME:- 20.02.2017 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 against this tender:

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

Triennial Rate Contract (TRC) for Supply of HP printer's cartridge, toner, drum, fuser assemblies & image transfer kit along with buyback of empty Cartridges and other consumables.

Triennial Rate Contract (TRC) for Supply of HP printer's cartridge, toner, drum, fuser assemblies & image transfer kit along with buyback of empty Cartridges and other consumables.

Scope of Work:

1. All the cartridges, toners & drums supply should be original/authentic HP Cartridge, toner, drum, fuser assemblies & image transfer kits. No refilled cartridges, toner, drum, fuser assemblies & image transfer kits will be accepted.
2. Supply would be in MDL without any additional cost. Item should be free delivered to User department through MDL stores at Mazagon Dock.
3. Cartridges or toner or drum's or fuser assemblies & image transfer quantities could vary from the given list of items over the period of rate contract.

2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS

2.1 In case of any clarifications, bidders are requested to contact to Commercial section Tel: 022-2376 2149/2240 well in advance of the closing date of the tender.

2.2 An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <http://www.mazdock.com> (On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocuremdl.nic.in>)

2.3 Bidders can participate in online bidding:

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://eprocuremdl.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-IIIB 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 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.

2.6 Contact details of the Officials for the training/problem resolution in respect to e-tender are as under:

MDL single point contact:

Mr. M. S. Kumbhare, DGM(C-MATERIAL) on 022-23763252

Email: - Mskumbhare@mazagondock.gov.in

Service Provider representatives:

Website: <http://eprocuremdl.nic.in>

Help Line: 0120-4200462, 0120-4001002

Email ID: eproc-support@gov.in

2.7 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.

2.8 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.

2.9 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.

2.10 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:

3.1 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- MDL Permanent registered bidders should upload a scanned image of valid registration certificate; duly authorized. Uploading of documents at Sr. No. i), ii) and iii) mentioned below are not required for MDL permanent registered vendors. However, remaining all mentioned documents are mandatory for all bidders.

3.2 For Items:

- i. Bidders Company Profile and valid Shop & Establishment registration certificates.
- 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. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
- iii. Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2016.
- iv. Bidder's average turnover during last 3 years ending 31st March 2016 should be at least Rs. 50,00,000/-

- v. Bidders has to submit Authorization letter from OEM, M/s HP India Private Limited to quote against this tender and should have completed work orders for supply of HP printer consumables of Rs. 2,50,00,000/- (Rs. 2.5 Cr) during last 3 years (ending on December 2016).

OR

MSME bidders has to submit Authorization letter from OEM, M/s HP India Private Limited to quote against this and should have completed work orders for supply of HP printer consumables of Rs. 1,70,00,000/- (Rs. 1.7 Cr) during last 3 years (ending on December 2016).

OR

Bidders having completed single order/contract for supply of HP printer consumables of Rs. 2,00,00,000/- (Rs. 2 Cr) during last 3 years (ending on December 2016).

Work orders with corresponding work completion certificate/payment advice to be uploaded in Part-1 of bid.

3.3 MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary including right to ask for all hard copies of bidders registered with Mazagon Dock Shipbuilders Limited for copy of valid registration certificate. Hard copies must be submitted within stipulated time failing which offer shall be summarily rejected.

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

4.1) Indigenous bidders shall furnish EMD of Rs. 7,00,000/- (Seven lakh Only) in the form of DD/ NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED. Foreign bidders shall submit bid bond/SWIFT Message of equivalent foreign currency. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

4.2) In case of bid bond / Bank Guarantee, Financial instrument must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→ Tenders→Bills/EMD status), payable at Mumbai & shall valid for 4 more weeks beyond the tender validity period. Crossed DD / Pay Order issued by Co-operative banks will be accepted subject to realization.

4.3) Bidders can also make payment towards EMD electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

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

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 and a scanned copy of payment made should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

4.4) Bidders are requested to upload the scanned copy of DD/NEFT/Bank Guarantee online towards EMD submission along with the bid. Bidders also requested to forward original financial instrument super scribing Tender no & Tender date by speed post / Registered Post / Courier Service within 7 days from tender closing date on below address:

Mazagon Dock Shipbuilders Ltd.
PE(CIT-Commercial),

**CIT Dept, IT Purchase Section, 4th floor, Mazdock House,
Dockyard Road, Mumbai-400010.**

- 4.5) Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.
- 4.6) Bids will not be considered if the online details of EMD do not match with physical copies submitted.
- 4.7) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

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

Following bidders shall be exempt from submission of EMD:

- State & Central Government of India departments, Public Sector Undertakings.
- Firms Permanent 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.
- 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 up to 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.
- 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 करे | SUBMISSION OF OFFER IN TWO BID SYSTEMS:

Offer must be submitted online on the MDL's e-Procurement portal '<http://eprocurermdl.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):

- 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.
- 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.
- Bidders / Suppliers not permanently registered with **Mazagon Dock Shipbuilders Limited** should upload the additional documents as mentioned at Para 3 above.
- Bank details for payment by RTGS/NEFT in the format with Scanned image of PAN card and a cancelled cheque shall be uploaded.
- The scanned image of DD /BG/NEFT receipt towards EMD /BID BOND for the amount as stipulated in TEF clause shall be uploaded.
- 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 4.5 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. In case of e-tenders, if the date of issue of EMD (DD/BG/NEFT) is later than the tender closing date.

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

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 (DD/BG/NEFT) 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 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 | DELIVERY PERIOD / COMPLETION SCHEDULE:

Tenure of TRC and order placement Modality and Delivery Period:

8.1 The triennial rate contract will be valid for THREE years from the date of placement of Triennial Rate Contract order.

8.2 The separate Direct Purchase orders (DPO) for cartridges, toners, drums, image transfer kits and fuser assemblies will be placed on "As and when required basis" under the Triennial Rate Contract.

8.3 The delivery of cartridges & toners shall be within 4 working days from the date of placement of Direct Purchase order under the Triennial Rate Contract and delivery for fuser assembly, image transfer kit and drum shall be 2 weeks from the date of placement of Direct Purchase order under the Triennial Rate Contract.

8.4 The quantities indicated in Enclosure-1 to this tender are tentative requirement. However the order/s will be placed on 'as and when required basis' in the form of direct purchase orders at the sole discretion of MDL. MDL is not bound to order the entire quantity tentatively indicated under

TRC i.e. for each of the item and quantity indicated in tender for Triennial Rate Contract (TRC).

8.5 MDL reserves the right to order more or less quantity for any item within the total value of the TRC contract during the currency of the contract on need basis depending on the actual need.

8.6 Lifting of old cartridges, toner, fuser assembly, image transfer kit and drum out of Mazagon Dock Shipbuilder's Limited under buyback against this TRC tender will be mandatory.

9. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender enquiry at Enclosure-1 for free delivery of the items at MDL stores. The prices quoted shall remain firm and fixed during the currency of the order / contract.

10. भुगतान की शर्तें | TERMS OF PAYMENT:

Payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including Taxes, Duties, Octroi & Service Tax etc., as may be payable through RTGS/NEFT/ECS between 25 to 30 days from the date of submission of Invoices in MDL after the receipt and acceptance of Supplies. The invoice shall be submitted on monthly basis for all the supplies made in a particular month.

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-6 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 DD /Pay Order/ Bank Guarantee in the prescribed format as per Annx-5 in favour of Mazagon Dock Shipbuilders Ltd., payable at Mumbai **within 25 days from the date of Contract**. *In case of Bank Guarantee*, BG shall be valid till 4 more weeks than the contractual validity period of Contract. 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. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

Note:

1. 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.
2. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→Tenders→Bills/EMD status).
3. In case of BG towards SD, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time required for ascertaining the veracity of signatories to the Guarantee and its authentication.

12. MDL reserves the right to terminate the TRC contract by giving one month notice.

13. 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 27 of Tender Enquiry, Acceptance formats as per Annexure 2,3 & 4 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-7.

Note: 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.

14. 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.

15. भार लाने 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 -8 attached as Illustration for loading criteria.

- a. 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:
- b. It is desirable that the bidder accepts the Payment Terms indicated in clause 10 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.
- c. 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.
- d. 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.

16. 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.

17. 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-IIIB 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.

18. 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.

19. 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.

20. परिनिर्धारित नुकसान | LIQUIDATED DAMAGES:

Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.

21. Guarantee / Warranty:

The supplied items shall be guaranteed /warranted for a period of 6 months from the date of receipt in the MDL. The supplies shall ensure that all the items to be supplied are from recent lot production i.e., should be from new lot having adequate shelf life (minimum 6 months after delivery).

22. मूल्य प्राथमिकता | PRICE PREFERENCE:

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

खरीद प्राथमिकता | 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.

23. 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.

24. बोलियों की क्रम सूची | RANKING OF BIDS:

The ranking of Price Bids and L1 determination shall be done on the basis of “all inclusive of Taxes, Duties & Levies” among the techno commercially qualified bidders after considering the total prices inclusive of taxes quoted for all the supply items as per PART-A less the quoted buyback prices inclusive of taxes as per PART-B in 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.

Note: Bidders are requested to quote for all the items listed in the rate sheet as L1 ranking and evaluation is based on total price quoted for all the items under tender.

25. निरीक्षण | INSPECTION.

Receipt inspection by GRS-Inspection.

You have to submit the details of Cartridge Serial Number in the Challan for all the supplies made so as Goods Receiving Stores(GRS) will be able to correlate and enter the Serial Number of cartridges against the new supplies in SAP system.

Rejection of material:-Decision of Inspection officer and User department will be binding and final. You will have to replace rejected material free of cost within three days from date of intimation of rejection by MDL. Failure to lift the rejected material within 15 days from the date of material rejection Note, we reserve the right to dispose of the rejected items in any manner to our best advantage and recover the storage charges and any consequential damages, from the sale proceeds of such disposal.

26. माल पाने वाला | Consignee:

The successful bidder shall arrange dispatch of goods on door delivery basis by appropriate Rail/Road/Air transport as per the order to MDL on working days in working Hours in case truck/tempo reaches yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking charges at receipt location shall be to bidder account. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of Lorry Receipt (LR).

27. 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,

For माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED,
प्रबंधक (सीआईटी- वाणिज्य)| Manager (CIT – C)

संलग्नपत्र १ | Annexure 1 – Rate Sheet Format.

संलग्नपत्र २ | Annexure 2 – Standard Terms & Conditions (STACS) with Acceptance Format.

संलग्नपत्र ३ | Annexure 3 - General Terms & Conditions (GT&C) with acceptance Format.

संलग्नपत्र ४ | Annexure 4 – Tender Enquiry Terms Acceptance Format.

संलग्नपत्र ५ | Annexure 5 – Proforma of Security Deposit Bank Guarantee.

संलग्नपत्र ६ | Annexure 6 - RTGS/NEFT/ECS Format.

संलग्नपत्र ७ | Annexure 7 - Statutory requirements, Official Secret Act 1923 & Safety Clause.

संलग्नपत्र ८ | Annexure 8 – Illustration for loading criteria.

संलग्नपत्र ९ | Annexure 9 – Proforma Bank Guarantee Format for EMD

दर पत्रक | Rate Sheet

निविदा क्रमांक | TENDER No: 300000313

Rate Sheet Format "Part A"

SUPPLY ITEMS

Sr. No.	Item Description	Quantity (Nos.)	Basic unit rate (Rs)	VAT/ CST as applicable in %	Octroi@ 5.5%, if applicable	Total Cost incl. of Taxes & Octroi
10	HP 51629A	24				
20	HP 51645A	78				
30	HP 51649A	6				
40	HP C4810A	24				
50	HP C4811A	18				
60	HP C4812A	18				
70	HP C4813A	18				
80	HP C4820A	18				
90	HP C4822A	18				
100	HP C4823A	18				
110	HP C4836A	84				
120	HP C4837A	84				
130	HP C4838A	84				
140	HP C4844A	150				
150	HP C4902A	24				
160	HP C4907A	24				
170	HP C4908A	48				
180	HP C4909A	48				
190	HP C4911A	24				
200	HP C4912A	24				
210	HP C4913A	24				
220	HP C4936A	138				
230	HP C4937A	111				
240	HP C4938A	111				
250	HP C4939A	117				
260	HP C6578D	54				
270	HP C7115A	9				
280	HP C8543X	258				
290	HP C8767Z	36				
300	HP C9351A	81				
310	HP C9352A	48				
320	HP C9362Z	6				
330	HP C9363Z	24				
340	HP C9391A	36				
350	HP C9730A	273				
360	HP C9731A	219				
370	HP C9732A	219				
380	HP C9733A	219				
390	HP CB335Z	270				
400	HP CB337Z	126				
410	HP CB436A	177				
420	HP CB540A	315				

430	HP CB541A	249			
440	HP CB542A	261			
450	HP CB543A	249			
460	HP CC388A	561			
470	HP CC530A	225			
480	HP CC531A	168			
490	HP CC532A	168			
500	HP CC533A	168			
510	HP CC653A	57			
520	HP CC654A	6			
530	HP CC656A	45			
540	HP CC660A	18			
550	HP CE255A	306			
560	HP CE278A	810			
570	HP CE320A	96			
580	HP CE321A	36			
590	HP CE322A	36			
600	HP CE323A	36			
610	HP CE505A	189			
620	HP CE740A	96			
630	HP CE741A	63			
640	HP CE742A	63			
650	HP CE743A	63			
660	HP Q2612A	270			
670	HP Q5945A	9			
680	HP Q5949A	102			
690	HP Q6000A	81			
700	HP Q6001A	54			
710	HP Q6002A	54			
720	HP Q6003A	54			
730	HP Q6470A	15			
740	HP Q7516A	396			
750	HP Q7551A	84			
760	HP Q7553A	18			
770	HP Q7561A	24			
780	HP Q7562A	6			
790	HP Q7563A	6			
800	HP Q7581A	9			
810	HP Q7582A	9			
820	HP Q7583A	9			
830	HP Q6511A	6			
840	HP 702(CC660AA)	216			
850	HP CE310A	30			
860	HP CE311A	30			
870	HP CE312A	30			
880	HP CE313A	30			
890	HP CB390A	30			
900	HP CB381A	30			
910	HP CB382A	30			
920	HP CB383A	30			

930	HP CE400XC	30			
940	HP CF210X	30			
950	HP CF211A	30			
960	HP CF212A	30			
970	HP CF213A	30			
980	HP CE410A	30			
990	HP CE411A	30			
1000	HP CE412A	30			
1010	HP CE413A	30			
1020	HP CF280A	30			
1030	HP C6657A	60			
1040	HP CD975A	30			
1050	HP CD971AA	30			
1060	HP CD972AA	30			
1070	HP CD973AA	30			
1080	HP CD974AA	30			
1090	HP C4906A	30			
1100	HP C6656A	60			
1110	HP C6657AA	30			
1120	HP CF214X	30			
1130	HP CF228A	1080			
1140	HP CF410A	180			
1150	HP CF411A	180			
1160	HP CF413A	180			
1170	HP CF412A	180			
1180	HP CF380A	108			
1190	HP CF381A	108			
1200	HP CF383A	108			
1210	HP CF382A	108			
1220	HP CZ192A	36			
1230	HP CF280A	684			
1240	HP CF254A	36			
1250	HP CE273A	9			
1260	HP CE272A	9			
1270	HP CE271A	9			
1280	HP CE270A	18			
1290	HP Ink Cartridge 920 XL (BLACK)	18			
1300	HP Ink Cartridge 920 (CYAN)	9			
1310	HP Ink Cartridge 920 (YELLOW)	9			
1320	HP Ink Cartridge 920 (MAGENTA)	9			
1330	HP Ink Cartridge 950 XL (BLACK)	36			
1340	HP Ink Cartridge 951 (CYAN)	9			
1350	HP Ink Cartridge 951 (YELLOW)	9			
1360	HP Ink Cartridge 951 (MAGENTA)	9			
1370	HP Toner Cartridge Q7570A	9			
1380	HP TONER CF350A	27			
1390	HP TONER CF351A	9			
1400	HP TONER CF352A	9			
1410	HP TONER CF353A	9			
1420	HP INK CARTRIDGE 854	12			

1430	HP INK CARTRIDGE 711 CZ129A	18			
1440	HP INK CARTRIDGE 711 CZ130A	9			
1450	HP INK CARTRIDGE 711 CZ131A	9			
1460	HP INK CARTRIDGE 711 CZ132A	9			
1470	Fuser Assembly for CLJ CM 6040 MFP	6			
1480	Fuser Assembly for LJ CP 1515n	12			
1490	Fuser Assembly for LJ P1007	6			
1500	Fuser Assembly for LJ P1505	6			
1510	Fuser Assembly for LJ P1606	6			
1520	Fuser Assembly for LJ PRO P 1108	6			
1530	Fuser Assembly for CLJ 5550DN	6			
1540	Fuser Assembly for LJ 1200	6			
1550	Fuser Assembly for LJ 2420dn	6			
1560	Fuser Assembly for LJ 3015	6			
1570	Fuser Assembly for LJ 3005DN	6			
1580	Fuser Assembly for LJ 3055	6			
1590	Fuser Assembly for LJ 3800DN	6			
1600	Fuser Assembly for LJ 5200n	9			
1610	Fuser Assembly for LJ 9040 DN	6			
1620	Fuser Assembly for LJ CP 2025n	6			
1630	Fuser Assembly for LJ CP 5225n	6			
1640	Fuser Assembly for LJ P2055dn	6			
1650	Fuser Assembly for HP LJ PRO MFP 521 DN	6			
1660	Fuser Assembly for HP LJ PRO MFP M427 DN	45			
1670	Fuser Assembly for HP LJ PRO MFP M477 FDW	6			
1680	Fuser Assembly for HP LJ PRO M202 DW	18			
1690	Fuser Assembly for HP LJ PRO M452 DN	6			
1700	Fuser Assembly forHP M427 DW	6			
1710	Fuser Assembly forHP M476 DW	18			
1720	Fuser Assembly forHP M226 DN	6			
1730	Fuser Assembly forHP M706N	6			
1740	Fuser Assembly forHP M425 DN MFP	33			
1750	Fuser Assembly forHP M725 DN MFP	6			
1760	IMAGE TRANSFER KIT FOR HP 5550 DN	15			
1770	IMAGE TRANSFER KIT FOR HP 5525	6			
1780	IMAGE TRANSFER KIT FOR HP 5225	9			
1790	IMAGE TRANSFER KIT FOR HP PRINTER CP1515N	6			
1800	IMAGE TRANSFER KIT FOR HP PRINTER (CP2025)	6			
1810	FUSER KIT FOR HP 5525 DN	6			
1820	DRUM UNIT FOR HP LASERJET PRINTER CM6040	6			

NOTE (1): KINDLY QUOTE THE RATE FOR NEW CARTRIDGES

NOTE (2): VENDORS ARE REQUESTED TO FILL UP EACH AND EVERY COLUMN AS APPLICABLE STRICTLY AS PER RATE SHEET.

PART "B "**PART B (BUYBACK RATES OF OLD CARTRIDGES, TONER, DRUM, FUSER ASSEMBLY & IMAGE TRANSFER KIT)**

Sr. No.	Item Description	Quantity (Nos.)	Unit Rate Inclusive of Taxes (In Rs.)	Total Amount
10	HP 51629A	24		
20	HP 51645A	78		
30	HP 51649A	6		
40	HP C4810A	24		
50	HP C4811A	18		
60	HP C4812A	18		
70	HP C4813A	18		
80	HP C4820A	18		
90	HP C4822A	18		
100	HP C4823A	18		
110	HP C4836A	84		
120	HP C4837A	84		
130	HP C4838A	84		
140	HP C4844A	150		
150	HP C4902A	24		
160	HP C4907A	24		
170	HP C4908A	48		
180	HP C4909A	48		
190	HP C4911A	24		
200	HP C4912A	24		
210	HP C4913A	24		
220	HP C4936A	138		
230	HP C4937A	111		
240	HP C4938A	111		
250	HP C4939A	117		
260	HP C6578D	54		
270	HP C7115A	9		
280	HP C8543X	258		
290	HP C8767Z	36		
300	HP C9351A	81		
310	HP C9352A	48		
320	HP C9362Z	6		
330	HP C9363Z	24		
340	HP C9391A	36		
350	HP C9730A	273		
360	HP C9731A	219		
370	HP C9732A	219		
380	HP C9733A	219		
390	HP CB335Z	270		
400	HP CB337Z	126		
410	HP CB436A	177		
420	HP CB540A	315		
430	HP CB541A	249		
440	HP CB542A	261		
450	HP CB543A	249		

460	HP CC388A	561		
470	HP CC530A	225		
480	HP CC531A	168		
490	HP CC532A	168		
500	HP CC533A	168		
510	HP CC653A	57		
520	HP CC654A	6		
530	HP CC656A	45		
540	HP CC660A	18		
550	HP CE255A	306		
560	HP CE278A	810		
570	HP CE320A	96		
580	HP CE321A	36		
590	HP CE322A	36		
600	HP CE323A	36		
610	HP CE505A	189		
620	HP CE740A	96		
630	HP CE741A	63		
640	HP CE742A	63		
650	HP CE743A	63		
660	HP Q2612A	270		
670	HP Q5945A	9		
680	HP Q5949A	102		
690	HP Q6000A	81		
700	HP Q6001A	54		
710	HP Q6002A	54		
720	HP Q6003A	54		
730	HP Q6470A	15		
740	HP Q7516A	396		
750	HP Q7551A	84		
760	HP Q7553A	18		
770	HP Q7561A	24		
780	HP Q7562A	6		
790	HP Q7563A	6		
800	HP Q7581A	9		
810	HP Q7582A	9		
820	HP Q7583A	9		
830	HP Q6511A	6		
840	HP 702(CC660AA)	216		
850	HP CE310A	30		
860	HP CE311A	30		
870	HP CE312A	30		
880	HP CE313A	30		
890	HP CB390A	30		
900	HP CB381A	30		
910	HP CB382A	30		
920	HP CB383A	30		
930	HP CE400XC	30		
940	HP CF210X	30		
950	HP CF211A	30		

960	HP CF212A	30	
970	HP CF213A	30	
980	HP CE410A	30	
990	HP CE411A	30	
1000	HP CE412A	30	
1010	HP CE413A	30	
1020	HP CF280A	30	
1030	HP C6657A	60	
1040	HP CD975A	30	
1050	HP CD971AA	30	
1060	HP CD972AA	30	
1070	HP CD973AA	30	
1080	HP CD974AA	30	
1090	HP C4906A	30	
1100	HP C6656A	60	
1110	HP C6657AA	30	
1120	HP CF214X	30	
1130	HP CF228A	1080	
1140	HP CF410A	180	
1150	HP CF411A	180	
1160	HP CF413A	180	
1170	HP CF412A	180	
1180	HP CF380A	108	
1190	HP CF381A	108	
1200	HP CF383A	108	
1210	HP CF382A	108	
1220	HP CZ192A	36	
1230	HP CF280A	684	
1240	HP CF254A	36	
1250	HP CE273A	9	
1260	HP CE272A	9	
1270	HP CE271A	9	
1280	HP CE270A	18	
1290	HP Ink Cartridge 920 XL (BLACK)	18	
1300	HP Ink Cartridge 920 (CYAN)	9	
1310	HP Ink Cartridge 920 (YELLOW)	9	
1320	HP Ink Cartridge 920 (MAGENTA)	9	
1330	HP Ink Cartridge 950 XL (BLACK)	36	
1340	HP Ink Cartridge 951 (CYAN)	9	
1350	HP Ink Cartridge 951 (YELLOW)	9	
1360	HP Ink Cartridge 951 (MAGENTA)	9	
1370	HP Toner Cartridge Q7570A	9	
1380	HP TONER CF350A	27	
1390	HP TONER CF351A	9	
1400	HP TONER CF352A	9	
1410	HP TONER CF353A	9	
1420	HP INK CARTRIDGE 854	12	
1430	HP INK CARTRIDGE 711 CZ129A	18	
1440	HP INK CARTRIDGE 711 CZ130A	9	
1450	HP INK CARTRIDGE 711 CZ131A	9	

1460	HP INK CARTRIDGE 711 CZ132A	9	
1470	Fuser Assembly for CLJ CM 6040 MFP	6	
1480	Fuser Assembly for LJ CP 1515n	12	
1490	Fuser Assembly for LJ P1007	6	
1500	Fuser Assembly for LJ P1505	6	
1510	Fuser Assembly for LJ P1606	6	
1520	Fuser Assembly for LJ PRO P 1108	6	
1530	Fuser Assembly for CLJ 5550DN	6	
1540	Fuser Assembly for LJ 1200	6	
1550	Fuser Assembly for LJ 2420dn	6	
1560	Fuser Assembly for LJ 3015	6	
1570	Fuser Assembly for LJ 3005DN	6	
1580	Fuser Assembly for LJ 3055	6	
1590	Fuser Assembly for LJ 3800DN	6	
1600	Fuser Assembly for LJ 5200n	9	
1610	Fuser Assembly for LJ 9040 DN	6	
1620	Fuser Assembly for LJ CP 2025n	6	
1630	Fuser Assembly for LJ CP 5225n	6	
1640	Fuser Assembly for LJ P2055dn	6	
1650	Fuser Assembly for HP LJ PRO MFP 521 DN	6	
1660	Fuser Assembly for HP LJ PRO MFP M427 DN	45	
1670	Fuser Assembly for HP LJ PRO MFP M477 FDW	6	
1680	Fuser Assembly for HP LJ PRO M202 DW	18	
1690	Fuser Assembly for HP LJ PRO M452 DN	6	
1700	Fuser Assembly for HP M427 DW	6	
1710	Fuser Assembly for HP M476 DW	18	
1720	Fuser Assembly for HP M226 DN	6	
1730	Fuser Assembly for HP M706N	6	
1740	Fuser Assembly for HP M425 DN MFP	33	
1750	Fuser Assembly for HP M725 DN MFP	6	
1760	IMAGE TRANSFER KIT FOR HP 5550 DN	15	
1770	IMAGE TRANSFER KIT FOR HP 5525	6	
1780	IMAGE TRANSFER KIT FOR HP 5225	9	
1790	IMAGE TRANSFER KIT FOR HP PRINTER CP1515N	6	
1800	IMAGE TRANSFER KIT FOR HP PRINTER (CP2025)	6	
1810	FUSER KIT FOR HP 5525 DN	6	
1820	DRUM UNIT FOR HP LASERJET PRINTER CM6040	6	

टिप्पणी | Note:-

1. MDL will provide form 'C' for Concessional Sales Tax so bidder can quote taxes accordingly.
 2. KINDLY QUOTE RATES FOR BUYBACK OF OLD CARTRIDGES INCLUSIVE OF TAXES
- NOTE: PRICES FOR EACH OF THE LISTED ITEMS HAS TO BE UPLOADED STRICTLY IN THE PRESCRIBED FORMAT PROVIDED IN THE e-PROCUREMENT PORTAL, OFFER IN ANY OTHER FORMAT SHALL NOT BE CONSIDERED. BIDDERS SHALL QUOTE FOR ALL ITEMS LISTED IN THE PRICE SHEET FORMAT AS TENDER EVALUATION, RANKING OF BIDS AND L1 DETERMINATION IS BASED ON TOTAL PRICES QUOTED FOR ALL THE SUPPLY ITEMS AS PER PART A LESS THE QUOTED BUYBACK PRICES INCLUSIVE OF TAXES AS PER PART-B IN RATE.**

**STANDARD TERMS AND CONDITIONS (STACS)
(FOR PURCHASE OF ITEMS)**

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

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

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

120 GENERAL

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

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

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

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

220. RISK PURCHASE

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

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

thereafter may become due to the Bidder / Supplier / 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 Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, 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 SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser.

Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 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 Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any

offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

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

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is

expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/ disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

352. ARBITRATION.

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

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

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

360. JURISDICTION OF COURTS

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

STACS ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 300000313

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		231		303	
102		241		311	
103		251		321	NA
121		261		331	
201		271		341	
211		281		351	
212		291		352	
221		301		361	
222		302			

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE :

NAME:

DESIGNATION :

BIDDER'S COMPANY SEAL:

NOTES :

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format..
- 2 This format should be properly filled, signed and returned by the bidder(s) 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.

**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 NEFT / 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 CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the 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.

A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value Stamp Duty

a. Where the amount or value said forth in work contract does not exceed

Rs. 10 Lakhs.

Rs. 500.00

c. Where it exceeds rupees 10 Lakhs Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

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 / debarring 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, crange 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.

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

A211. The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest

rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% &

for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

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
IT PURCHASE SECTION.
 TENDER ENQUIRY No. 300000313

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	
A31		A101		A163	
A41		A102	NA	A164	NA
A51	NA	A111		A165	NA
A61		A121		A171	
A71		A131		A181	NA
A81		A132		A191	
A82		A133	NA	A201	
A83		A141		A230	
A91	NA	A151			
A92	NA	A161			

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. A10 means – Clause nos. A11, A12, A13.

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.

TENDER ENQUIRY No. 300000313

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		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18			
9		19			
10		20			

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

NOTES :

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. 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 SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its 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 includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 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 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.

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.

Annexure – 8

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 OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term .

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

Loading on Account of deviations in following commercial terms.

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

19	Landed Cost	Sr. Nos. 17 + 18
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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.

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 SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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.