



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

निविदा सं./Tender No 1300001157
क्रय अधिकारी/Purchase Exec. Pravin Nikhare
सेवा में /To

विभाग/Department EY COMMERCIAL
क्रय अधिकारी/Purchase Exec. Pravin Nikhare
दूरभाष सं./Telephone No 23762616
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दूरभाष सं./Telephone
फैक्स सं./Fax
ई-मेल/E-Mail

निविदा सं./Tender No 1300001157
निविदा तिथि/ Tender Date 16.05.2017
निविदा बंद की तिथि/Tender Closing Date 07.06.2017
निविदा बंद होने का समय/Tender Closing Time 12:00:00
आरएफक्यू सं./RFQ No 2010012656

निविदा शुल्क/Tender Fee ₹/Rs 0.00
बयाना राशि/EMD Amount ₹/Rs 0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time ,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time 07.06.2017,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to 05.09.2017
सुरक्षा जमा/Security Deposit 0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee 5.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

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)

प्रिय महोदय/महोदया / Dear Sir/Madam,

विषय /SUB:- PROCUREMENT OF TOOLS FOR VICINITY OF BATTERY COMPARTMENT AND ELECTRICALLY CHARGED SYSTEM IN SUBMARINE

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- INSULATED SPANNERS सामग्री वर्णन/Material Description :Insulated Open Spanner - 6 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017

निविदा सं./ Tender No:- 1300001157		निविदा तिथि/ Tender Date:- 16.05.2017		आरएफक्यू सं./RFQ No:- 2010012656	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
00200	सामग्री सं./ Material Number :- INSULATED SPANNERS सामग्री वर्णन/Material Description :Insulated Open Spanner - 7 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00300	सामग्री सं./ Material Number :- INSULATED SPANNERS सामग्री वर्णन/Material Description :Insulated Open Spanner - 8 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00400	सामग्री सं./ Material Number :- INSULATED SPANNERS सामग्री वर्णन/Material Description :Insulated Open Spanner - 14 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00500	सामग्री सं./ Material Number :- INSULATED SPANNER सामग्री वर्णन/Material Description :Insulated Open Spanner - 15 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00600	सामग्री सं./ Material Number :- INSULATED SPANNER सामग्री वर्णन/Material Description :Insulated Open Spanner - 16 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00700	सामग्री सं./ Material Number :- INSULATED SPANNER सामग्री वर्णन/Material Description :Insulated Open Spanner - 18 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00800	सामग्री सं./ Material Number :- INSULATED SPANNER सामग्री वर्णन/Material Description :Insulated Open Spanner - 20 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
00900	सामग्री सं./ Material Number :- INSULATED SPANNER सामग्री वर्णन/Material Description :Insulated Open Spanner - 22 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017		
01000	सामग्री सं./ Material Number :- INSULATED SCREW DRIVER सामग्री वर्णन/Material Description :Insulated Screw Driver - Blade Lennth 150 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V.	3 Number	04.07.2017		

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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Compliance Certificate by the OEM to be issued along with the supply.

01100	सामग्री सं./ Material Number :- INSULATED SCREW DRIVER सामग्री वर्णन/Material Description :Insulated Screw Driver - Blade Lennth 100 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply.	3 Number	04.07.2017
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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.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

PART-A
E-TENDER ENQUIRY (TWO - BID SYSTEM)

DIVISION: SUBMARINE**DEPARTMENT- COMMERCIAL (EAST YARD)**

TENDER NO: EY/CD/PSN/DPO/1300001157
EMD:- NIL
SECURITY DEPOSIT:- NIL

TENDER DATE: -16.05.2017
TENDER CLOSING DATE: -07.06.2017
CLOSING TIME: - 12.00 hrs

MAZAGON DOCK SHIPBUILDERS SHIPBUILDERS LIMITED (MDL), INVITES COMPETITIVE BIDS from reputed Indian **Bidders / Suppliers** only in **TWO – BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the following Work / Supplies.

Issue of E - Tender Enquiry Document: This e-tender enquiry can be downloaded from our E-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The details of DSC are available on the MDL website. For DSC you can contact Help Desk for upgrade to Premium Services, DSC Renewal & RESET process (**0120-4200462,0120-4001002, Mobile 9022422364 (Mr. Vichare) or eproc-support@gov.in**).

1. **Description of Work / Supplies:**

Sr. No	Description & Specification of Item
100	Procurement of tools for vicinity of battery compartment and electrically charged system in submarine Detailed scope is attached herewith as Enclosure 01 .

2. **INSTRUCTIONS TO THE BIDDERS**

- 2.1 In case of supply of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
 - 2.2 Delivery date mentioned in the **RFQ/Tender is tentative**. However, bidder has to follow delivery schedule as per purchase order.
 - 2.3 Bidder should submit all documents strictly through e - tender only. Physical copy of the bid will not be accepted for considering the bid.
 - 2.4 In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provide atleast 5 working days in advance of the tender closing date equesting DSC. The request so made to the Service Provider should simultaneously be forwarded to the dealing Officer. In case the DSC is not received within 3 to 4 working days, the Head of Concerned commercial Section be informed and the DSC if not received from the Service Provider three working days in advance for uitable extension to tender closing date then only the tender due date shall be considered.
3. **Qualification Criteria:** Bidders should submit the following documents along with their offer.
(Scanned copies should be appended in e-tender)
(A) **Pre-Qualification**
 - 2.5 Bidders Company Profile and Shop & Establishment registration certificate\ registration certificate from local body for conducting business duly self attested, stamped with their company seal.
 - 2.6 Previous order copies of material supply/work completion certificate.
 4. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid Registration Certificate.(If applicable).
 5. **Validity Period:** Bids / Offers shall have a validity period of **90 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL.
 6. **Submission of offer in Two - Bid System:** Offer must be submitted **online** stated below:-
A) Part-I Bid This Technical will be opened immediately after the closing date/extended closing date.
(Technical Bid in original shall consist of the followings (**Scan copy is to be appended in E – Tender**):-
 - a. Bidder's Statement on their Company Letter head indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Work and other Terms and conditions as included in this e - tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
 - b. Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats to be filled online at e – tender & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
 - c. STACS Acceptance in the Prescribed Format to be filled online & filled 'Accepted OR Not Accepted' as applicable against the listed item in the prescribed format of e - tender.
 - d. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender.

- e. Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.
- f. Bidders / Suppliers should submit the additional documents as applicable and described at para 2 above and enclose scan copy of required documents.
- g. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL/NSIC/ Micro & Small Enterprises / Registration Certificate from Local body for conducting business.
- h. Bidder should submit product catalogue/broucher/technical data sheet on quoted material.**
- i. Bank details for payment by RTGS / NEFT in the format enclosed.

B) Part-II Bid: This should contain only the PRICES for the listed item strictly in the prescribed format provided with the e – tender. Prices mentioned/specified in any other format will not be considered for evaluation.

7. **Bid Rejection Criteria:**

- 8.1. Following bids shall be **categorically** rejected;
 - 8.1.2 Bids received in Physical form other than e-tender.
- 8.2. Following bid rejection criteria may render the bids liable for Rejection:
 - a. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
 - b. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - c. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - d. Validity Period indicated by the bidders is shorter than that specified in the tender enquiry.
 - e. Bidders / Offers not adhering the stipulated Delivery Schedule as per TEF Clause
 - f. Bids received without pre-qualification documents where required as per the tender.
 - g. Unreasonably longer delivery period quoted by the firm.
 - h. Bidder did not submit OEM/make compliance test certificate as VDE-GS and IEC 60900 standars suitable for working on live electrical line up to 1000 V.**
 - i. Bidder do not submit product catalogue/broucher/technical data sheet of quoted materials.**

8. **Delivery Period / Completion Schedule:** Items are to be delivered to MDL stores **within 4 weeks** from the order date by indigenous vendors on MDL Stores delivery basis (to East Yard Stores-MDL). Delivery date mentioned in the RFQ is tentative date.

Bidder should notify MDL 48 hrs in advance by e-mail & letter before delivery of material. Bidder should arrange supply as per the tender terms & conditions to Mazagon Dock Shipbuilders Limited at no extra cost, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs,including unloading time (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

Note: All the correspondence shall be done preferably though e-mail. A copy of correspondence should be marked to representative of EY-Commercial, EY Planning for ensuring proper co-ordination. Email addresses of MDL concerned representative will be forwarded to firm after placement of order by EY-Comm dept.

9. **Pricing:** Bidders shall quote the prices of all items listed in the tender enquiry for delivery of the services/items in Mazagon Dock Shipbuilders Limited Stores,Mumbai. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in the Rate Sheet Format provided in e-tender. Bidders may please note that the Indian bidders are required to quote in Rupees only. The quoted prices shall remain firm and fixed during the currency of the order / contract period unless agreed otherwise by MDL.

10. **Terms of Payment:** - No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor. Payment for the value of supplies, 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 between 25 to 30 days after receipt of complete set of the items / Equipment, spares, work completion certificate etc as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), User Acceptance Report,Packing Lists, Original Invoice, Performance Guarantee, ~~Storage / Preservation / Installation / Commissioning / Material test certificate/Maintenance Procedures~~ & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No. in their bid as per the RTGS / NEFT format provided with the tender enquiry.**Part supply part payment will not be accepted.**

Following documents required for payment certification

- a) Original invoice
- b) Delivery challan endorsed by EY –Store
- c) Gaurantee/warrantee certificate for one year
- d) OEM test certificate of material as per VDE-GS and IES 60900 standrdsda compliance.
- e) PBG 5% of order value excluding taxes.

11. **Guarantee/ Warranty:** The items are to be Gaurantee/warrantee for the period of **12 months** from the date acceptace by MDL User Dept.. The supplier will have to rectify any defect noticed during warranty period at no extra cost to MDL.
12. **Performance Bank Guarantee (PBG):** The successful supplier will have to submit a performance guarantee of an amount equivalent to **5% of the total order** value excluding taxes, duties, freight etc. in the form of Bank Guarantee from the list of banks approved by SBI/Canara bank published on MDL website in a prescribed format enclosed & valid for 12 months plus one month claim period, from the date of supply of material.
13. The bidder also hereby confirms acceptance and compliance of the Scope of Supply and all other enclosures attached herewith. The bidder hereby confirms that any deviation taken have been recorded / listed in a separate sheet(s) indicating all relevant details such as Number and description of the clause, reasons of deviation and suggested alternatives in the following format and submitted in the Technical Bid of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bids. **BIDDERS TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE TECHNICAL (PART-I) BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL.** Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with Techno-Commercial Bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety Clause. In the event we do not receive the Acceptance Formats duly filled Signed & Stamped it shall be Presume that all Tender Terms & Condition mentioned herein are Acceptable by the Bidders.
14. **Taxes & Duties:**
 - a. Supplier 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 services / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
 - b. Indigenous bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately as shown in the price bid format as per Enclosure which will be paid extra based on tax invoice to the extent applicable. 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.

In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL.

15. **Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non-ISO bidders, Firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:
 - a. **Payment Terms:** - It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
 - b. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
 - c. For the 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 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 LD per week is 0.50% 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 first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
 - e. Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period
16. **Option Clause:** MDL retains the right to place orders for additional quantities upto a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

17. **Freak Low Quotes:** 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.
18. **Ranking of Bids & Determination of L - 1 Bidders:**
Ranking of price bids shall be done on Individual item cost basis inclusive of taxes, duties and levies. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

On-line Ranking visible to the bidders after tender opening, price bid is without loading parameters. However the L1 bidder will be evaluated offline after consideration of all applicable loading parameters as mentioned in the tender document and commercial terms Loading Criteria: Deviations sought by the bidder in respect of following terms shall be loaded on the bidder's quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non-ISO bidders, Firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted is at enclosure.
19. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate transport mode as per the order to 'Mazagon Dock Shipbuilders Limited Stores' Mumbai (At address intimated by MDL representative) on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost. Unloading may take 4 Hrs or more due to administrative constraints, bidder should plan accordingly
20. Price Preference shall not be given to any Bidder Irrespective of their status.
21. **Modifications to the Bids:** - Bidders can modify bids prior to the closing date & time in e-portal. Amendments to the Tender Enquiry: At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at his discretion, extend the deadline for the submission of bids. For this reason interested and prospective bidders are advised to regularly visit the specified website of MDL tenders until closing date of the tender.
22. Bidders intending to witness the Tender opening can logon the MDL e- procurement portal and can view the technical bid after tender opening.
Tender opening: Technical bid (PART-I) will be opened immediately after the tender closing date and time through E-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.
Price bid opening: Similarly After completion of Technical scrutiny/evaluation, intimation for price bid opening will be intimated to the concerned bidder. It may be noted that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to such bidding firm(s). If any such bidder wishes to witness opening of the price bid, he should log on to MDL e-portal website. Bidder's no response to such intimation or any request to reschedule price bid opening, not acceptable to MDL, will be construed as bidder's inability to witness the price bid opening. Bidder's any representation in this regard will not be entertained
23. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), Tender clauses Acceptance formats and GT&C as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with techno-commercial (Part-I) bid.). In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GT&C The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexures from our web site.
24. **Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F – CA), Shri. S. D Kajawe 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 on 3rd floor, West block Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 1561 Ext'n 3007.
25. **Supply on MDL Holidays:** Request for permission for delivery 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.
26. **Liquidated Damages(LD):** Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated

damages, a sum representing **0.5% (Half per cent) per week**, subject to maximum of 5% of the Undelivered / Unfinished portion of the Order / Contract value.

27. **Receipt Inspection by MDL:** Receipt Inspection shall be carried out by (Pipe shop-EY and LW&N). MDL shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal
28. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
29. **TERMINATION & RISK PURCHASE:** If the service or any portion thereof not performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent of MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of the MDL to recover Liquidated Damages 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.
30. MDL shall also be at liberty to utilise the services as it deems fit, to make good such default and or in the event of the contract being terminated, the balance services. Any excess over the contract price shall be recoverable from the Contractor.
31. Supplies/Contractors shall not engage employees of other contractor's workmen presently working in MDL & recorded with Security Department. The contractor can engage such employee if other contractor gives No Objection Certificate (NOC) for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
32. MDL reserves the right to consider placement of Order / Contract in part or in full against tendered quantity or reject any or all tenders without assigning any reason.
33. **CONTRACT:** The contract will be governed by tender terms, STACS and General Terms and conditions (GT&C). In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GT&C.
34. **STATUTORY REQUIREMENTS:** The bidder shall abide to all statutory requirements, Official Secret Act 1923, labour act/rules/regulation Safety Rules etc, which are part of this tender. The Bidder shall attach the duly signed scanned copy of Enclosure -14 for Official Secret Act 1923 in Part-I of the bid. If contractors' employees are not adhering to the health, safety and environment norms (HSE) and the contractors are not equipping their workers with suitable safety gears/PPE, per day fine of Rs.50 per employee for non adherence to above will be levied to the contractor without prejudice to other rights to enforce the safety requirements.
35. **Purchase Preference:-** 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.
36. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For **MAZAGON DOCK LIMITED**
Pravin Nikhare
(Purchase Officer)

Tel- +91-22-2376-2616
pnikhare@mazdock.com

Enclosures:

Enclosure 1: Rate Sheet Format and scope of work
Enclosure 2: Tender Enquiry Terms and Acceptance Format. (TEF)
Enclosure 3: General Terms & Conditions with Acceptance Format. (GT&C)
Enclosure 4: Standard Terms & Conditions (STACS) with Acceptance Format.
Enclosure 5: Loading Factors.
Enclosure 6: Deviation Sheet.
Enclosure 7: RTGS/NEFT Format.
Enclosure 8: Document confirmatory matrix

Bidders to refer following documents of this Tender from MDL website “www.mazdock.com” under Heads – Tenders / EY Submarine and reading “Standard Annexures for EY-Tenders”.

- Vendor Registration Form (VRF) and prescribed form of Declaration.
- Standard Terms & Conditions (STACS) FOR PURCHASE OF ITEMS & SERVICES.
- General Terms & Conditions (GT&C) .
- Statutory Requirements, Official Secret Act 1923 & Safety clause.

Scope of Work/Rate Format Sheet**TENDER NO: EY/CD/PSN/DPO/1300001157**

Procurement of tools for vicinity of battery compartment and electrically charged system in submarine				
Sr. No	Description & Specification of Item	Unit/Price (A)	Quantity required (B)	Total Price (AXB)
100	Insulated Open Spanner - 6 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
200	Insulated Open Spanner - 7 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
300	Insulated Open Spanner - 8 mm VDE-GS and IEC 60900 compliant Suitable for working on Live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
400	Insulated Open Spanner - 14 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
500	Insulated Open Spanner - 15 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
600	Insulated Open Spanner - 16 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
700	Insulated Open Spanner - 18 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
800	Insulated Open Spanner - 20 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
900	Insulated Open Spanner - 22 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
1000	Insulated Screw Driver - Blade Lennth 150 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	
1100	Insulated Screw Driver - Blade Lennth 100 mm VDE-GS and IEC 60900 compliant Suitable for working on live electrical lines upto 1000 V. Compliance Certificate by the OEM to be issued along with the supply of above stanadrs.		3 Nos	

firm can supply items from any OEM/Make subjected to meeting the standards VDE-GS and IEC 60900 and line voltage handling criteria, certificate of from the manufacturer is required stating that these items are manufactured with compliance to applicable standards and documentary proof for this is either certificate from the manufacturer or the test reports.

Ready Reckoner



VDE-GS Mark

Technical working equipment and consumable materials subject to the applicable device and product safety laws bear the VDE-GS mark, which stands for the safety of the product with regard to electrical, mechanical, thermal, toxicological, radiological and other dangers. In addition, tools with the VDE-GS mark conform to the VDE regulations or European or internationally harmonised standards, i.e. they confirm the compliance with the safety requirements of the respective guidelines.



Double triangle and voltage range

If insulated tools or aids are marked with the symbol of the double triangle and the assigned voltage or voltage range specification or the class, they are suitable for working on energised parts at the stated voltage.

IEC 60900

IEC 60900

An international standard which, among other things, describes the design of insulated tools in detail. For example, the thickness of the protective insulation is specified. In addition, the standard defines individual tests (piece tests) as well as series and random sample tests for checking the electrical safety of the protective insulation.

TAXES & DUTIES:

- i) The rates / price quoted by Indigenous Bidder are to be exclusive of duties and taxes. However, nature / type and rate of duties & taxes are to be clearly indicated in the offer by the bidder separately.
- ii) Supplier should clearly indicate "QUOTED" or "NOT QUOTED" as applicable against each of the above listed items.

Sr. No	Taxes, Duties & other charges (Please specify with applicable rates)	Applicable Rate	Amount
1	Excise Duty		
2	VAT		
3	CST		
4	Octroi		
6	Please Specify any other Taxes & Duties		
7	Service taxes		

Lowest Acceptable Order Value: _____ **Rs./-(Excluding Taxes)**

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

Company's Seal

(Signature, Name & Designation)

Date:

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT
EAST YARD

TENDER NO: EY/CD/PSN/DPO/1300001157

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. ACC. / DEV		2. ACC. / DEV		3. ACC. / DEV	
4. ACC. / DEV		5. ACC. / DEV		5. ACC. / DEV	
6. ACC. / DEV		7. ACC. / DEV		8. ACC. / DEV	
9. ACC. / DEV		10. ACC. / DEV		11. ACC. / DEV	
12. ACC. / DEV		13. ACC. / DEV		14. ACC. / DEV	
15. ACC. / DEV		16. ACC. / DEV		17. ACC. / DEV	
18. ACC. / DEV		19. ACC. / DEV		20. ACC. / DEV	
21. ACC. / DEV		22. ACC. / DEV		23. ACC. / DEV	
24. ACC. / DEV		25. ACC. / DEV		26. ACC. / DEV	
27. ACC. / DEV		28. ACC. / DEV		29. ACC. / DEV	
30. ACC. / DEV		31. ACC. / DEV		32. ACC. / DEV	
33. ACC. / DEV		34. ACC. / DEV		35. ACC. / DEV	
36. ACC. / DEV					

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. 3.1, 3.1.1, 3.1.2-----

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT
EAST YARD

TENDER NO: EY/CD/PSN/DPO/1300001157

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
A10.		A20.		A30.	
A40.		A50.		A60.	
A70.		A80.		A90.	
A100		A110.		A120.	
A130.		A140.		A150.	
A160.		A170.		A180	
A190.		A200.			

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry 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. '8' means – Clause nos.-8.1, 8.2, 8.3.**

STACS ACCEPTANCE FORMAT

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT
 EAST YARD

TENDER NO: EY/CD/PSN/DPO/1300001157

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
<u>101</u>		<u>102</u>		<u>103</u>	
<u>120</u>		<u>200</u>		<u>210</u>	
<u>220</u>		<u>230</u>		<u>240</u>	
<u>250</u>		<u>260</u>		<u>270</u>	
<u>280</u>		<u>290</u>		<u>300</u>	
<u>310</u>		<u>320</u>		<u>330</u>	
<u>340</u>		<u>350</u>		<u>360</u>	

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.
1. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
2. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. 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 '6' means – clause nos. 6.1, 6.2.**

EVALUATION OF PRICE AND LOADING CRITERIA

The Bids will be ranked based on Total price of material and services in the rate sheet after adding Taxes, duties and levies and after loading the prices as per the loading criteria given here under para 4,5 and 6.

1. The bidder shall quote the rates excluding the taxes & duties.
2. Applicable taxes/duties and the rates shall be separately indicated by the bidder in Rate Sheet.
3. MDL may consider to provide the following certificates where exemption is considered applicable based on the rates of taxes included by the bidder in the price bid format : -

❖ Issue of "C" Form with regard to Sales Tax

Bidder to quote accordingly.

4. It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India + 2% thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
5. For additional delivery/service period sought by bidder over the stipulated date of delivery/completion of tender, 0.50% per completed week may be loaded to the quoted price.
6. Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 0.5% per week or part thereof and bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (10 weeks in this case) and rate proposed by bidder, i.e. 0.4% will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%.
7. Delivery/services, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.

DEVIATION FORMAT
(Bidders to fill, sign, stamp and RETURN this form in PART- I bid)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL EASTYARD
TENDER NO: EY/CD/PSN/DPO/1300001157

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

COMPANY'S NAME & ADDRESS :

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

**RTGS/NEFT – MANDATE AUTHORISATION FORM
(ILLUSTRATIVE FORMAT)**

1. Supplier's / Vendor's Name:

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

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

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

3A. Supplier's Code

3B. Supplier's PAN Number: #

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

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

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

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

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

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

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

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

7. Name of the Bank:

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

8. Bank (Branch) Postal Address:

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

RTGS:																					
NEFT:																					

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".
 These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

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

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

11. Bank Account Number of the Supplier: ©

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

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

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

Date: _____ **Supplier's Seal:** _____ **Authorized Signature of the Supplier:** _____

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

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

Bidders are requested to check and fill up the followings before they submit their bids:-

Document Confirmatory Matrix				
TENDER NO: EY/CD/PSN/DPO/1300001157				
Scope of Supply:- Procurement of tools for vicinity of battery compartment and electrically charged system in submarine.				
Sr No	Description	Tender Requirement	Supplier	
			Scratch where ever necessary & fill up the blank space	Remark
1	Offer Ref. No.	Supplier has to mention their offer no.	Mentioned /Not mentioned	
2	Technical Acceptance	Supplier has to mention about total technical acceptance of Tender	Accepted / not accepted	
3	Document as per TEF clause – 7.1	Whether supplier submitted copies in Triplicate as per Tender Enquiry clause no 7.1 , duly signed & attested along with company seal	submitted /not submitted	
4	Blank Price bid format	Whether supplier/contractor submitted Blank Price-Bid Format (stating only quoted/not quoted) in Part 1st.	submitted /not submitted	
5	Offer Validity as per Tender	Supplier accepted validity of the offers as per tender	Yes / No	
6	Delivery Period	Delivery/Services period as per tender(4-weeks)	Yes/No	
7	Payment Terms	Supplier accepted or not accepted payment terms as per Tender .If any deviation is there, same has to be mentioned in remark.	Accepted /Not accepted / Accepted but deviation sought	
8	TEF Acceptance	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no.-----.	Accepted / Not accepted /Accepted but deviation sought for TEF Clause no.-	
9	STAC Acceptance	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
10	GT&C Acceptance	Whether Supplier accepted/ not accepted GT & C	Accepted/Not Accepted	
11	Deviation	Whether supplier submitted/Not submitted Deviation form .If any deviation seeks, same has to be mention in Remark.	Submitted /Not submitted/Nil deviation	
12	Taxes/Duties /Levies	Supplier has to confirm, applicable taxes/ duties/levies are indicated in Tech Bid	Confirmed / not confirmed	
13	Guarantee/ warranty 1-year	Whether Supplier accepted/ not accepted	Accepted/Not Accepted	
14	PBG @ 5 % of Purchase order value	Whether Supplier accepted/ not accepted	Accepted/Not Accepted	