



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB 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: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001484	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	P.P.Vaidya	क्रय अधिकारी/Purchase Exec.	P.P.Vaidya
सेवा में/To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	ppvaidya@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001484
फैक्स सं./Fax		निविदा तिथि/ Tender Date	
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	07.06.2022
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2110001694

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/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		08.06.2022,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %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 \$ Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SERVICES OF TAX CONSULATANT FOR FILIMG OF TDS RETURNS FOR FY 2022-23 TO 2023-24

माझगाँव 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	Services of Tax Consultant Additional item details:- Criteria for selection of Consultant would be as under 01. CA firm should have branch office in Mumbai and practising for last 07 years, Document	1 Activity unit	31.07.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	required-Establishment certificate. 02. CA firm should have 03 years of experience in filing of TDS returns. Document required- Work Done Certificate. The Line item 00100 covers the following services		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q	1 Number	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q	1 Number	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ	1 Number	
00200	Services of Tax Consultant The Line item 00200 covers the following services	1 Activity unit	31.10.2022
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q	1 Number	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q	1 Number	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ	1 Number	
00300	Services of Tax Consultant The Line item 00300 covers the following services	1 Activity unit	31.01.2023
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q	1 Number	
000000002 0	सेवा सं./Service Number :-	1 Number	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000003 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q सेवा सं./Service Number :-	1 Number	
00400	संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ Services of Tax Consultant The Line item 00400 covers the following services	1 Activity unit	31.05.2023
000000001 0	सेवा सं./Service Number :-	1 Number	
000000002 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q सेवा सं./Service Number :-	1 Number	
000000003 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q सेवा सं./Service Number :-	1 Number	
000000003 0	संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ		
00500	संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ Services of Tax Consultant The Line item 00500 covers the following services	1 Activity unit	31.07.2023
000000001 0	सेवा सं./Service Number :-	1 Number	
000000002 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q सेवा सं./Service Number :-	1 Number	
000000003 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q सेवा सं./Service Number :-	1 Number	
000000003 0	संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ		
00600	संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ Services of Tax Consultant The Line item 00600 covers the following services	1 Activity unit	31.10.2023
000000001 0	सेवा सं./Service Number :-	1 Number	
000000001 0	संक्षिप्त वर्णन/Short Description :- Quarterly TDS		

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000002 0	return Form 26Q सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q	1 Number	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ	1 Number	
00700	Services of Tax Consultant The Line item 00700 covers the following services	1 Activity unit	31.01.2024
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q	1 Number	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q	1 Number	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ	1 Number	
00800	Services of Tax Consultant The Line item 00800 covers the following services	1 Activity unit	31.05.2024
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 26Q	1 Number	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TDS return Form 27Q	1 Number	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Quarterly TCS return Form 27EQ	1 Number	
00900	Services of Tax Consultant The Line item 00900 covers the following services	1 Activity unit	31.05.2024

निविदा सं./ Tender No:- 6000001484

निविदा तिथि/ Tender Date:-

आरएफक्यू सं./RFQ No:- 2110001694

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- REVISED RETURN	10 Number	

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

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

Signature Not Verified

Digitally signed by PALLAVI RAKESH
VAIDYA PORE
Date: 2022.05.17 16:04:36 IST
Location: PSUs of Ministry of Defence-
DEFPSU

PART A FOR TENDER NO.6000001484

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on MDL's e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work /Supplies, terms and conditions:

1. Description of Work/Supplies/Services: "Services of Tax Consultant of TDS Returns for FY 2022-23 to 2023-24". The detailed scope of work is attached at Enclosure1

2. PRE-QUALIFICATION CRITERIA:

i)	Bidders Company Profile and Shop & Establishment / Registration certificate/ Certificate of Incorporation
ii)	Bidder should have experience of having successfully completed similar works during last 7 years ending 30 th Apr 22.
	Technical Pre-Qualification Criteria
iii)	The firm should have branch office in Mumbai and Practicing for last 07 years for the date of Notice Inviting the Tender.
iv)	The firm should have successfully completed at least 3 years of experience in filing of TDS returns.
	*Similar completed work means successfully completed services of Tax Consultant of TDS Returns.

NOTE:

1. Bidders need to send supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify/cross verification of authenticity of the said documents whenever felt necessary.
2. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.
3. MDL permanent registered bidders need not send the documents mentioned at (i). However, documents mentioned at (ii) to (iv) are mandatory for every bidder.
4. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.

3. **Earnest Money Deposit (EMD): Not applicable**

4. VALIDITY PERIOD: Bids/Offer shall have the validity period of 120 Days from the tender closing date.

5. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM: Offers must be submitted in two parts, Part-I (Techno-Commercial Bid) & Part-II (Price Bid) on MDL's e-procurement portal <https://eprocuremdl.nic.in>. Offer in any other form will not be considered. Terms and conditions mentioned in Additional SLA shall prevail in case of conflicting clauses in tender.

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

a	Acceptance on clauses of Tender Enquiry, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACs) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
b	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
c	Any deviation with respect to Technical requirement shall be uploaded online by the bidder. In case of NIL DEVIATION, declaration for NIL DEVIATION is to be submitted.
d	Scanned image of Valid GST Registration Certificate and Scanned Image of valid Registration or Approval certificates in case of Bidders/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
e	Price Rate sheet BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also

PART A FOR TENDER NO.6000001484

	indicating the % of actual taxes/ duties applicable, in the prescribed format available
f	Bidders / Vendors should upload scanned documents for Pre-Qualification
g	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure-8
h	Scanned image of debarment/blacklisted declaration.
i	GEM seller id
j	Scanned image of duly filled RTGS/NEFT as per Enclosure

6. **BID REJECTION CRITERIA:**

a. Following bids shall be categorically rejected:

i)	Bid Received after tender closing date and time
ii)	Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL as on tender due date & time.

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

i)	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on intimation of deficiency in the bid.
ii)	Incomplete/misleading/ambiguous bids in the considered opinion of TNC/CNC.
iii)	Bids with technical requirements and or terms not acceptable to MDL.
iv)	Bids received without scanned copies of pre-qualification documents wherever required as per the tender.
v)	Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
vi)	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
vii)	Bidders not submitting documents as per clause 5 of Additional SLA.
viii)	Non-submission of Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure8
ix)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available online on NIC portal

c. **Breach of Obligation Clause with respect to Bid Submitted:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,

- i) Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

7. Bid Evaluation Criteria: a. Lowest Bidder (L1) will be determined on the basis of overall quoted prices (excluding Taxes) for the entire quantity of tender for all the items/services of rate sheet. The lowest bidder (L1) will be considered for further processing of placement of order. On-line Ranking visible to the bidder is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading Parameters (wherever applicable) as mentioned in the tender document and commercial terms.

b. Taxes are excluded for the purpose of ranking of price bids to determine L1 Bidder. There may arise a situation where overall cost (inclusive of taxes) of services by the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes and after including taxes. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, duties and Levies, then the next lowest ranked bidder will be given the opportunity in the order of ranking so that procurement is competitive. Note: In case of any discrepancies observed in any Rate Sheet, or against each

PART A FOR TENDER NO.6000001484

item and / or in grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in rate sheets.

Important Note:-After price bid opening, If it is found that the bidder has missed to submit price against any of the line items/services mentioned in the e-tender enquiry, then in such cases the highest rate that may been quoted by any of the bidders for that line item shall be consider for normalization/ Ranking purpose.

8. Contract Period: The contract period will be for a period of Two years from date of PO and may be extended for a further period of 03 months on MDL discretion on same rates and terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with fifteen (15) days' notice period by applying relevant clauses of contract such as risk purchase etc.
9. Technical clarifications before quoting: Prior to submission of your quotation, bidders are requested understand the scope for any clarification is required bidders may contact Mr.V S Birhade (AGM-F) or Mr.S Shinde (DGM-F) on Telephone No **2376 2012/2117**.
10. Mobilization: The successful bidder shall complete mobilization 02 days from the placement of Order.
11. PRICING: Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labor, transportation, incidental expenses etc. as per statutory payment of minimum wages. The prices quoted shall remain firm and fixed during the currency of the order/contract.
MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract
12. Price Escalation: Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.
13. TAXES & DUTIES: Following details are to be submitted by the bidders:
 1. GST No.:
 2. Type of dealer (composition/ Normal):
 3. SAC/HSN NO.:
 4. % of GST:Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per following:
 - I. GST as per GST Laws shall be payable extra as quoted and agreed.
 - II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
 - III. Bidder should upload invoice on GST portal in the month of sale against MDL GSTIN 27AAACM8029J1ZA
 - IV. Bidder invoice number should be 16 characters or less and invoice number exactly as printed on the invoice should be uploaded on the GST portal.
 - V. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration is given in technical bid.
 - VI. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
 - VII. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not

PART A FOR TENDER NO.6000001484

attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the shortcoming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

- VIII. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- IX. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- X. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- XI. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item.

14. TERMS OF PAYMENT:

- a. 100% Payment for Services will be through RTGS/NEFT between 15 and 20 days and on submission of set of Original + 2 copies of ink signed Tax Invoice to be submitted to Invoice Receiving Section along with work completion certificate duly certified by executive of MDL USER Dept not below the rank of Chief Manager. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' Work Completion certificate.
- b. Work completion certificate should confirm that the work is completed in time or In case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- c. No advance will be paid in any manner against the contract
- d. As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 20. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- e. Alternate MSME Bidder/Vendor payment through TReDS: In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on 1."Invoicemart" TReDS platform or by registering on it. Contact details at "Invoicemart" TReDS platform are as below: 022 6235 7373 and a new mail id service@invoicemart.com. 2. "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below: +91 9920455374 Ms Ashwathi Jayandran email id ashwathi.jayandran@m1xchange.com +91 8839915724 Ms Priyanka Shah email prinyaka.shah@m1xchange.com.

PART A FOR TENDER NO.6000001484

- f. From 1st April 2022, with the revised MSME definition which is based on turnover, no eInvoice or self-declaration will be required from Micro enterprises who have Udyam Registration No, (URN) as their turnover is less than 5 Crs.
- g. Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that "We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.20 Crores as per GST act".
15. Modifications to the Bids: Bidders will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-portal only and the last changed bid will be considered for ranking of the bids.
16. **SECURITY DEPOSIT (SD): Not Applicable**
17. Inspection: The work will be inspected and certified by CM or executive of above level of User department of MDL.
18. Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL User department as well as Contractor.
19. Liquidated damage (LD)/Penalty: Time is an important factor of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% on the value of delayed job.
20. ARBITRATION:
- a) Any unresolved claim, dispute or difference between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 by a sole arbitrator appointed with the mutual consent of both the parties.
- b) The Cost of the arbitration, fee of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties.
- c) The seat of the arbitration shall be at Mumbai and the arbitration proceedings shall be conducted in English Language.
- d) The governing laws for the arbitration agreement and the contract shall be the substantive laws of India.
21. RISK PURCHASE: If the 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. MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.
22. COMPLIANCE TO STATUTORY REQUIREMENTS: The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms,

PART A FOR TENDER NO.6000001484

equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

23. Working on MDL Holidays: Request for permission for working on Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned User Department.
24. **ENGAGEMENT OF EMPLOYEES BY CONTRACTOR:** Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The contractor engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by contractors are not on their role as per statement submitted by him at Security.
25. **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Shri.R R Kumar, GM(EY-PRODN) 4th Floor, D2 Building, East Yard, 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 2376 3512.
26. **PURCHASE PREFERENCE TO MAKE IN INDIA: Not Applicable**
27. **BLACKLISTED/ DE-LISTED BIDDERS:** The bidder / supplier / contractor shall declare 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
28. Requirement of Registration under rule 144(xi) of general financial rules GFRs, (2017) GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.
 - A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per "Enclosure 8" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs
 - B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
 - C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

PART A FOR TENDER NO.6000001484

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd.23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

29. INSTRUCTIONS TO THE BIDDERS:

24.1 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Ms. Pallavi Vaidya, M (OTS), and Tel. no. 022-2376 3082.

24.2 The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

24.3 MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

M (OUTSOURCING)
(Pallavi Vaidya)
022-2376 3082

	ENCLOSURE to Tender
Enclosure 1	Scope of Work
Enclosure 2	Illustrative rate sheet
Enclosure 3	TEF Acceptance format
Enclosure 5	GTACS Acceptance Format
Enclosure 6	STANDARD TERMS & CONDITIONS (STACS) ACCEPTANCE FORMAT
Enclosure 7	RTGS/NEFT Form
Enclosure 8	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)

SCOPE OF WORK

1. Collection of data from concern executive of MDL and filing of Form 26Q on behalf of MDL with in stipulated date.
2. Collection of data from concern executive of MDL and filing of Form 27Q on behalf of MDL with in stipulated date.
3. Collection of data from concern executive of MDL and filing of Form 27EQ on behalf of MDL with in stipulated date.
4. Submission of TDS/TCS revised returns as per requirement.
5. Delivery schedule is as follows:

Quarter Period 1st April 22 to 30th June 22-	Delivery 31.07.2022
Quarter Period 1st July 22 to 30th September 22	Delivery 31.10.2022
Quarter Period 1st October 22 to 31st December 22	Delivery 31.01.2023
Quarter Period 1st January 23 to 31st March 23	Delivery 31.05.2023
Quarter Period 1st April 23 to 30th June 23	Delivery 31.07.2023
Quarter Period 1st July 23 to 30th September 23	Delivery 31.10.2023
Quarter Period 1st October 22 to 31st December 23	Delivery 31.01.2024
Quarter Period 1st January 24 to 31st March 24	Delivery 31.05.2024
Revised Returns	Delivery 31.05.2024

PART A FOR TENDER NO.6000001484

Enclosure-2

Illustrative BLANKRATE SHEET

Sr No	Service Details	Qty. In no	Rate /Unit (Rs)	Total Amount (Rs)	GST%	Total with GST
Quarter Period 1st April 22 to 30th June 22						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st July 22 to 30th September 22						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st October 22 to 31st December 22						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st January 23 to 31st March 23						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st April 23 to 30th June 23						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st July 23 to 30th September 23						
01	Quarterly TDS returns form 26Q	1	Quoted /	Quoted /		Quoted /

PART A FOR TENDER NO.6000001484

			Not quoted	Not quoted		Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st October 23 to 31st December 23						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Quarter Period 1st January 24 to 31st March 24						
01	Quarterly TDS returns form 26Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
02	Quarterly TDS returns form 27Q	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
03	Quarterly TCS returns form 27EQ	1	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
Revised Returns						
01	Revised Returns	10	Quoted / Not quoted	Quoted / Not quoted		Quoted / Not quoted
	Total (Rs)					

THIS IS AN ILLUSTRATIVE RATE SHEET ONLY.

Important Note:-After price bid opening, If it is found that the bidder has missed to submit price against any of the line items/services mentioned in the e-tender enquiry, then in such cases the highest rate that may been quoted by any of the bidders for that line item shall be consider for normalization/ Ranking purpose.

BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON NIC PORTAL.

HSN/SAC code:

GST%:

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED

Tender Enquiry No..... Date:-.....

Part A clause no.	Bidder's Remark	Part A clause no.	Bidder's Remark	Part A clause no.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		12		23	
2		13		24	
3	NOT APPLICABLE	14		25	
4		15		26	NOT APPLICABLE
5		16	NOT APPLICABLE	27	
6		17		28	
7		18		29	
8		19			
9		20			
10		21			
11		22			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

- Bidders should carefully read the General Terms & Conditions of the PART A prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.

STACS Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date:-.....

STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
101		280	Not applicable	400	
102		290	Not applicable	410	
103		300		420	
120		310	Not applicable	430	
200		320	Not applicable	440	
210		330		450	
220		340			
230		350			
240	Not applicable	360			
250		370			
260		380			
270		390			

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses.

General Terms and Conditions Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date: -.....

GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.
A-10	Not Applicable	A-130	Not Applicable
A-20	Not Applicable	A-140	Not Applicable
A-30	Not Applicable	A-150	Not Applicable
A-40	Not Applicable	A-160	Not Applicable
A-50	Not Applicable	A-170	
A-60		A-180	Not Applicable
A-70		A-190	
A-80		A-200	Not Applicable
A-90	Not Applicable	A-210	Not Applicable
A-100	Not Applicable	A-220	Not Applicable
A-110		A-230	Not Applicable
A-120	Not Applicable		

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

- Bidders should carefully read the General Terms & Conditions of the tender 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.

**Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010**

RTGS / NEFT – Mandate Authorization Form

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address Fax No. Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12.	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

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

Date **Suppliers Seal** **Authorised Signature of the suppliers**

It is certified that the particulars as per Serial No.1 to 14 are correct as per our records.

Date **Bank's Stamp** **Authorised Signatories of Bank Officers**

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd.23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s.....(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE:

Seal / Stamp of Bidder

Signature Not Verified

Digitally signed by PALLAVI RAKESH VAIDYA PORE
Date: 2022.05.17 14:44:53 IST
Location: PSUs of Ministry of Defence-DEFPSU