



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: U35100MH1934GOI002079

Dockyard Road, Mumbai 400 010

Website- [www.mazagondock.in](http://www.mazagondock.in)

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001382	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	Arindam Ghosh	क्रय अधिकारी/Purchase Exec.	Arindam Ghosh
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	aghosh@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001382
फैक्स सं./Fax		निविदा तिथि/ Tender Date	07.04.2021
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	28.04.2021
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2110001604

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		29.04.2021,15:30:00
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:- APPOINTMENT OF COST AUDITOR FOR FY 2021-22, MDL, MUMBAI.

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	Appointment of Cost Auditor for 2021-22 Service Description : <b>The Line item 00100 covers the following services</b>	1 Activity unit	25.09.2021
000000001	सेवा सं./Service Number :-	1 Activity unit	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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0	संक्षिप्त वर्णन/Short Description :- Cost Audit of MDL for FY 2021-22		
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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



Tender No.6000001382

Closing Date:28.04.2021

Date: 07.04.2021

**PART A**

**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazagon, Mumbai 400010, INDIA

Certified – ISO 9001: 2015/EN ISO 9001 for Shipbuilding Division

Tel. No.: +91(022) 2376 3310. Fax: +91(022) 2376 3198.

E mail: [aghosh@mazdock.com](mailto:aghosh@mazdock.com)

Website: [www.mazagondock.in](http://www.mazagondock.in)

**DIVISION- SHIP BUILDING**

**DEPARTMENT- OUTSOURCING**

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

**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 our e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

**1. DESCRIPTION OF WORK / SUPPLIES / SERVICES:** Appointment of Cost Auditor for FY 2021-22, MDL, MUMBAI.

**1.1.** The detailed scope of work is as per **Enclosure-1**

**2. PRE-QUALIFICATION CRITERIA:** Bidders shall upload the following documents along with their offer:

- Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- Cost Accountants firms registered with the Institute of Cost Accountants of India having office in Mumbai / Navi Mumbai or Thane shall be considered for appointment as Cost Auditors for conducting Cost Audit of the Company.
- Previous experience in auditing of Shipbuilding / Heavy Engineering Company having more than Rs. 500 Crore turnover in any of the last three financial years.
- Technical bid will be opened first to ascertain the experience and expertise of the firm to carry out cost audit of the company. The following will be the basis of marks for qualification.

**The firm has to attain minimum 50 marks to qualify the tender.**

Sl. No.	Norms	Basis of Marks	Maximum Marks
1	Years of establishment of Firm since date of registration.	0 to 5 Years: Nil; beyond first 5 years 1 mark for every additional year.	20



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2	Number of partners in the Firm	3 Marks for each Partner.	15
3	Firm/Partner having experience of costing system of shipbuilding industry or heavy engineering Company having turnover more than Rs.500 Crore	5 marks for each case.	15
4	Experience of Conducting Statutory Cost Audit for Central/State PSU's / Listed Companies.	4 Marks for Each Company	20
5	Number of qualified assistants (Cost Accountant) in the Firm.	4 Marks for Each Qualified Assistant	20
6	Audit Firm having experience of conducting cost audit of manufacturing company in SAP environment.	05 marks for each Company Audited	10
		Total	100

**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. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.
4. Documentary evidences in support of each of the above-mentioned criteria are required to be submitted along with Company / Firms profile.
5. **Audit team:** The team should be led by a Senior Partner of the Firm. Audit team should consist of adequate numbers of Qualified and Semi Qualified Assistants (Cost / Chartered Accountants) commensurate with the size of the organization / area of work.
6. Technically qualified bidders will be considered for price bid opening. L1 bidder will be decided on the basis of quoted price.
7. In case multiple firms quoting same price:
  - a) Selection of L1 bidder will be on the basis of total marks secured in the criteria mentioned at para 2(d)
  - b) In case multiple bidders quoted same price and having secured equal marks in criteria mention in pa2(d) then L1 bidder will be selected on the basis of number of Cost Audit done of the companies having more than 500 Crore turnover in last 5 years.
  - c) In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in para 2(d) and para 7(b) above then the selection will be on the basis of numbers of years of establishment of the firm from the date of registration.
  - d) In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in para 2(d), para 7(b) and para 7(C), then selection will be on the basis of lottery drawn in presence of bidders.

**3. EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE.**

**4. VALIDITY PERIOD:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

**5. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:** Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part – II (Price Bid) on the MDL's e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**



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

i)	Online Acceptance on clauses of Tender Enquiry (TEF), General Terms & Conditions (GT&C), Standard Terms & Conditions (STACs) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
ii)	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.
iii)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
iv)	Scanned image of Valid Goods and Service Tax registration certificate.
v)	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL's e-Procurement website <a href="https://eprocuremdl.nic.in">https://eprocuremdl.nic.in</a> .
vi)	Bidders / Vendors should upload scanned documents as per <b>Paragraph 2 in Part-A</b> of the tender.
vii)	Scanned Image of valid Registration or Approval certificates in case of Bidders/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
viii)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at <b>Enclosure-4</b> .
ix)	Scanned image of duly filled RTGS/NEFT as per <b>Enclosure-3</b> .

**Note:** i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**

iii) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the drop-down field choices available against the relevant Para no. /Clause no. of TEF/STACS/GT&C (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder online by selecting "QUOTED" or "NOT QUOTED" from the drop-down field choices available, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

**b) Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in e-Procurement Portal. **Offer in any other form shall not be considered.**

## 6. BID REJECTION CRITERIA:

### a. Following bids shall be categorically rejected:

i)	The Bids received after tender closing date and time.
ii)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on MDL's e-Procurement website <a href="https://eprocuremdl.nic.in">https://eprocuremdl.nic.in</a>



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iii)	Bidders quoting less than Rs. 2,25,000/- excluding GST for the service.
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b. **Following bid rejection criteria may render the bid liable for Rejection:**

i)	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on intimation to bidders on the deficiency in bid documents.
ii)	Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
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.
viii)	Bidders not submitting documents as per clause 5.

**7. BID EVALUATION CRITERIA:** Minimum remuneration is of Rs. 2,25,000/-, hence firm has to quote minimum Rs. 2,25,000/- excluding GST. Lowest bidder (L1) will be determined on the basis of total quoted price (including taxes) for entire tender quantity as per price bid sheet of rate sheet. The lowest bidder (L1) will be considered for further processing for placement of order.

In case multiple firms quoting same price:

- Selection of L1 bidder will be on the basis of total marks secured in the criteria mentioned at paragraph 2(d).
- In case multiple bidders quoted same price and having secured equal marks in criteria mention in paragraph 2(d) then L1 bidder will be selected on the basis of number of Cost Audit done of the companies having more than 500 Crore turnover in last 5 years.
- In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in paragraph 2(d) and note 7(b) of paragraph 2 above then the selection will be on the basis of numbers of years of establishment of the firm from the date of registration.
- In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in paragraph 2(b), note 7(b) of paragraph 2 above and note 7(c) of paragraph 2 above, then selection will be on the basis of lottery drawn in presence of bidders.

Note: In case of any discrepancies observed in any Rate Sheet, on 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.

**8. CONTRACT PERIOD:** The contract will be for a period of one year and may be extended for a further period of one year at discretion of MDL on same rates and terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Performance Bank Guarantee etc.

**9. MOBILIZATION:** Time is the essence of contract hence the successful bidder shall mobilize the required manpower/resources within 10 days from the placement of LOI/ Order failing which the order may be cancelled and Risk Purchase clause below shall be invoked.

**10. 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, all incidental expenses etc as per statutory requirement (Minimum wages, PF, insurance etc). However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. 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



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to impose any conditions at variance with or supplemental to Order/Contract. Illustrated Rate sheet is attached at Enclosure 2.

**11. TERMS OF GST:**

11.1 Bidders to furnish a copy of valid Provisional GST Registration Certificate of the firm.

11.2 Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per **Enclosure-8**.

**12. TERMS OF PAYMENT:**

**a)**

i. Payment will be made through RTGS/NEFT between 15 and 20 days for actual work executed and on submission of set of Original + 2 copies of ink signed Tax Invoice to Invoice Receiving Section along with work completion certificate, duly certified by executive of Finance department of MDL not below the rank of Chief Manager. The bills shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.

ii. Work completion certificate shall 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.

iii. No advance will be paid in any manner against the contract

**b) Alternate MSME Bidder/Vendor payment through TReDS:**

In order to address the financial needs of MSME firms, Govt 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](mailto: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](mailto:ashwathi.jayandran@m1xchange.com)

+91 8839915724 Ms Prinyaka Shah

email [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

**13. CLARIFICATION:** Prior to submission of your quotation, bidders are requested to contact Mr. Harish Tirbhane, Manager(Finance) bidders may contact Phone 022-23762154 if any clarification is required prior to quoting for the tender and submit duly filled vendor declaration as per format at **Enclosure – 4** along with the offer.

**14. LOADING CRITERIA:** Deviations sought by the bidder in respect of Payment terms and delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL as per MDL Norms. It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of State Bank of India plus 2% on the quoted price.

**Note:** Online ranking visible to bidders after opening part II price bids is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.



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**15. MODIFICATIONS TO THE BIDS:** Bidder 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. FREE ISSUE MATERIAL(FIM): NOT APPLICABLE**

**17. GUARANTEE/WARRANTY: NOT APPLICABLE**

**18. SECURITY DEPOSIT: NOT APPLICABLE**

**19. INSPECTION: NOT APPLICABLE**

**20. LIQUIDATED DAMAGES OR PENALTY:** The job, as ordered, should be completed as per delivery period. In case of delay not attributable to MDL beyond the delivery period, liquidated damages, a sum representing 0.5% (Half per cent) of order value per week or part thereof of the order value, subject to maximum of 5% shall be levied from the contractor.

**21. HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL Finance department (CM or above) as well as Contractor.

**22. 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.

**23. PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Mr. S. D. Kajwe(GM(Finance) on Third Floor, Mazdock House, MDL,Mumbai 400010 has been set up in the company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.0 ours and 12.30 hours in his office at Sixth Floor, Finance Department, Service Block, MDL,Mumbai 400010 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-23762800.

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

**25. PERFORMANCE BANK GUARANTEE (PBG): NOT APPLICABLE**

**26. 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.





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- 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.

**27. OFFICIAL SECRETS ACT 1923:** 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, equipping their personnel with suitable safety gears, Personal Protective Equipment's (PPEs), etc.

**28. NON ENGAGEMENT OF EMPLOYEES OF OTHER 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.

**29. NON BLACKLISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PSUs:** The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

**30. FREAK LOW QUOTE:** 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, the firm may be given tender holiday including intimation to other PSUs.

**31. COMPLIANCE OF PUBLIC ORDER ON RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017:**

Gol 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 9 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



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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.

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 3 of 27

### **32. PURCHASE PREFERENCE TO MAKE IN INDIA: NOT APPLICABLE**

### **33. INSTRUCTIONS TO THE BIDDERS:**

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

33.1 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-III B or above DSC with encryption & signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

33.2 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIIB or above Digital



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Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

- 33.3 National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- 33.4 Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- 33.5 For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120- 4001002, 8826246593, eproc-support@gov.in \OR Mr. Pramod K. Roy M (C-MP) Phone - 2376 3248.
- 33.6 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.
- 33.7 MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.
- 33.8 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 Mr. Arindam Ghosh, AM. (OTS), Tel. no. 23763310.
- 33.9 Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website [www.mazagondock.in](http://www.mazagondock.in) Shipbuilding → Outsourcing→ Tenders.
- 33.10 Bidders can participate in online bidding
- By registering with <https://eprocuremdl.nic.in> for User ID and password.
  - By obtaining class IIIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).
- 33.11 Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.
- 33.12 MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>.
- 33.13 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,

ASSISTANT MANAGER (Outsourcing)  
ARINDAM GHOSH



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Enclosure -1	Scope of work
Enclosure -2	Illustrative Rate Sheet
Enclosure -3	RTGS/NEFT Form
Enclosure -4	Vendor Declaration
Enclosure -5	GT&C ACCEPTANCE FORMAT
Enclosure -6	TEF CLAUSE ACCEPTANCE FORMAT
Enclosure -7	STAC ACCEPTANCE FORMAT
Enclosure -8	Standard Terms & Conditions of GST
Enclosure-9	Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**References:** Terms & Conditions (Available on MDL Website - [www.mazagondock.in/](http://www.mazagondock.in/) →Tenders →Shipbuilding→ Outsourcing

- 1 Standard Terms & Conditions (STACS)
- 2) General Terms And Conditions while executing work(GTACS).
- 3) Official Secrets Act 1923 (Extract).

**Formats:** (Available on MDL Website - [www.mazagondock.in](http://www.mazagondock.in/)→→Tenders →Outsourcing -Notification Page

- 1) OTS -F-07 Order acceptances Format.



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Enclosure-1

**SCOPE OF WORK**

**1. Introduction:**

Mazagon Dock Shipbuilders Limited (MDL) is the India's premier shipyard constructing warships, submarines and undertaking ships/ submarine repairs.

Main activities are ship building, ship repairs and fabrication of offshore structures with facilities situated at Mumbai and Nhava. We have the capability to build warships, submarines, merchant ships upto 30,000 DWT and fabrication of well head platforms, process and production platforms and jack up rigs. For outfitting work, the company has a large number of workshops with sophisticated equipment and machines specific to hull fabrication and ship construction work.

Repair work is also under taken using the available facilities.

**2. Maintenance of Cost Records and Cost Audit in MDL:**

MDL is covered under Companies Act (Cost Record and Audit) Rules, 2014 & Amendment Rules,2014 issued by Central Govt. and section 148 of the Companies Act, 2013.

**3. Number of Cost Auditors Proposed to be appointed:**

MDL intends to empanel one firm of Cost Accountant as Cost Auditors for the FY 2021-22.

**4. Scope of Work:**

MDL is looking for engagement of eligible Cost Audit Firm for carrying out the following jobs: -

- Cost Audit in accordance to the provisions of the Companies (Cost Audit Report) Amendment Rules, 2014 in respect of Company. Cost Audit shall be in adherence to the relevant orders/clarifications/ notifications, issues from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and Cost Accounting Standards issued by Institute of Cost Accountants of India.
- Submission of Cost Audit Report along with Annexure to the Company/ MCA, Govt of India, within the scheduled date and in the manner as specified / prescribed by MCA.
- Presentation of the findings of Cost Audit and Suggestion for improvement if any to Audit Committee / Board on as required basis.
- Cost audit firm should maintain adequacy of the particulars to the items of cost maintained by the company.
- Cost Auditor so appointed shall convert the Audit Report along with the annexures in XBRL mode for e-filing.
- All formats as required by statute are to be certified.
- Compliance with any other instructions/ notifications / circulars issued in respect of Cost Audit under applicable Companies Act / Other Laws as applicable.

**5. Qualification Criteria:**

- 5.1** Cost Accountants firms registered with the Institute of Cost Accountants of India having office in



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Mumbai / Navi Mumbai or Thane shall be considered for appointment as Cost Auditors for conducting Cost Audit of the Company.

**5.2 Previous Experience in auditing of Shipbuilding / Heavy Engineering Company having more than Rs. 500 Crore turnover in any of the last three financial years.**

**5.3** The tender for the selection and appointment of cost auditor is invited in two bid system.

- i. **Technical Bid:** This bid will be opened first to ascertain the experience and expertise of the firm to carry out cost audit of the company. The following will be the basis of marks for qualification.

**The firm has to attain minimum 50 marks to qualify the tender.**

Sl. No.	Norms	Basis of Marks	Maximum Marks
1	Years of establishment of Firm since date of registration.	0 to 5 Years: Nil; beyond first 5 years 1 mark for every additional year.	20
2	Number of partners in the Firm	3 Marks for each Partner.	15
3	Firm having cost audit experience of Company having turnover more than Rs.500 Crore in last 5 years.	5 marks for each case.	15
4	Experience of Conducting Statutory Cost Audit for Central/State PSU's / Listed Companies in last 5 years.	4 Marks for Each Company	20
5	Number of qualified assistants (Cost Accountant) in the Firm.	4 Marks for Each Qualified Assistant	20
6	Number of partners and Qualified Assistant having SAP certification	05 marks for each partner/assistant having SAP certification	10
		Total	100

**Note:** Documentary evidences in support of each of the above-mentioned criteria are required to be submitted along with Company / Firms profile.

- **Audit team:** The team should be led by a Senior Partner of the Firm. Audit team should consist of adequate numbers of Qualified and Semi Qualified Assistants (Cost / Chartered Accountants) commensurate with the size of the organization / area of work.

**6. Selection Criteria:**

- Technically qualified bidders will be considered for price bid opening. L1 bidder will be decided on the basis of quoted price.
- In case multiple firms quoting same price:
  - A) Selection of L1 bidder will be on the basis of total marks secured in the criteria mentioned at para 5.3
  - B) In case multiple bidders quoted same price and having secured equal marks in criteria mention in para 5.3 then L1 bidder will be selected on the basis of number of Cost Audit done of the companies having more than 500 Crore turnover in last 5 years.
  - C) In case multiple bidders quoted same price and having secured equal marks in criteria



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mentioned in para 5.3 and para 6(B) then the selection will be on the basis of numbers of years of establishment of the firm from the date of registration.

D) In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in para 5.3, para 6(B) and para 6(C), then selection will be on the basis of lottery drawn in presence of bidders.

**7. Terms and Conditions:**

**7.1 Commencement of Cost Audit:** Cost audit firm so appointed will start conducting the job immediately after approval by Board and ratified by Annual General Meeting.

**7.2 Period of Audit:** At present tenure of appointment is for a period of one year's i.e. FY 2021-22 and further extendable for one year on same rates, terms and conditions of the PO and at the sole discretion of the company without assigning any reason thereof.

**7.3 Audit Fees:**

- The audit fee will be firm and fixed for the entire tenure of contract. Tax etc. shall be paid extra as applicable on furnishing the registration number with the appropriate authority.
- Any incidental, travel, lodging, out of pocket expenses etc. shall be borne by the bidder.

**7.4 Other Terms & Conditions:** The appointment of auditors is subject to the following declarations –

- i. The Audit Firm must not sub-contract the work.
- ii. The audit team will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy. A non-disclosure agreement in the prescribed format towards maintaining confidentiality to be provided by the Cost Auditor before commencement of Audit.
- iii. None of Partners of the Audit Firm is related to Managing Director / Whole-Time Director or Part-Time Director of Company within the meaning of Section 2(77) of the Companies Act,2013.
- iv. Neither the Audit Firm nor its Partners or Associates have any interest in the business of the company.
- v. The Cost Auditor will be required to issue Certificate of Independence.
- vi. The Audit Firm shall have primary responsibility to ensure that the limits specified under section 141(3)(g) of the Companies Act, 2013 are not violated.
- vii. The Audit Firm shall be free from any disqualification under sub section (3) or subsection (4) of Section 141 of the Companies Act, 2013. In addition to this, Audit Firm must not be holding any assignment as Statutory Auditor or Internal Auditor of MDL.
- viii. The Partners holding Certificate of Practice issued by the institute of Cost Accountants of India should be in full time practice.



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- ix. The Audit Firm will be debarred from getting, in future, the Cost Audit in MDL in the following cases :
- a) If the audit firm obtains the appointment on the basis of false information / false statement.
  - b) If the audit firm does not take up audit in terms of appointment letter.
  - c) If the audit firm does not submit the Audit Report, complete in all respect in terms of appointment.
  - d) If the audit firm violates any of the stipulations under clause (i) to (viii) above.
- x. The Cost auditor shall undertake that data given to the Auditor by MDL and any information generated from the data provided shall not be used by the Cost Auditor for any other purpose.





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ENCLOSURE-2

**RATE SHEET (ILLUSTRATIVE)**

Sr. No.	Activity / Service	Qty( in Nos.)	Unit	SAC/ HSN No.	Unit Rate per service Without GST ( Rs.)	% Of GST	Total Value Without GST(in Rs.)	Total Value With GST(in Rs.)
1	Cost Audit of MDL for FY 2021-22	1	Activity Unit					

**THIS IS AN ILLUSTRATIVE RATE SHEET ONLY.BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON e-PORTAL.**

**Note: Lowest bidder (L1) will be determined on the basis of total quoted price (excluding taxes) for entire tender quantity as per price bid sheet of rate sheet. The lowest bidder (L1) will be considered for further processing for placement of order.**



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Enclosure-3

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

**RTGS / NEFT – Mandate Authorisation Form**

1.	VENDOR NAME	
2.	PAN No.	
3.	VENDOR ADDRESS	
4.	VENDOR'S TELEPHONE	
5.	E-MAIL ADDRESS	
6.	BANK NAME	
7.	BANK ADDRESS	
8.	ACCOUNT NO.	
9.	ACCOUNT TYPE	
10.	NEFT CODE	
11.	RTGS CODE	
12.	MICR NO	
13.	IFSC CODE.	
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**

**Certified that the particular as per Serial No. 1 & 6 to 13 are correct as per our records.**

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



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Enclosure-4**

**VENDOR DECLARATION**

**Subject:** Appointment of Cost Auditor for FY 2021-22.

We have understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted price/rates are in line with the above scope of work.

**M/s.....**

**SIGNATURE.....**

**NAME.....**

**DESIGNATION**

**STAMP**

**DATE:**



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**ENCLOSURE –5**

**GT&C CLAUSE ACCEPTANCE FORMAT**

(To be filled and uploaded along with Part-1 / Techno Commercial Bid)

Tender Inviting Authority:	GM(OTS)
Name of Work:	Appointment of Cost Auditor for FY 2021-22.
Tender No:	6000001382
Bidders Name:	

**NOTES :**

Bidders should carefully read the Terms & Conditions of the GENERAL TERMS & CONDITIONS (GT&C) of the Tender Enquiry prior to filling up this acceptance format. This format should be properly filled and uploaded by the bidder(s) along with their technical offer (PART-I) for considering their Bid. Bidder(s) should select "Accepted" / "Deviation" taken for each clause number in the below 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. This standard GT&C format has been provided with the tender document to be filled by all the bidders. Bidders are requested to fill the details in the coloured (unprotected) cells. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If this GT&C file is found to be modified by the bidder, the bid will be rejected.

GT&C CLAUSE NOS	GT&C CLAUSE HEADING	BIDDERS SELECTION ACCEPTED / DEVIATION	REMARKS FOR ANY DEVIATION
A10	BLANK		
A20	SECURITY DEPOSIT.	NOT APPLICABLE	NOT APPLICABLE
A30	FORFEITURE OF EMD / BID BOND.	NOT APPLICABLE	NOT APPLICABLE
A40	FORFEITURE OF SECURITY DEPOSIT	NOT APPLICABLE	NOT APPLICABLE
A50	FORFEITURE OF PERFORMANCE GUARANTEE	NOT APPLICABLE	NOT APPLICABLE
A60	SUPPLIES		
A70	PROGRESS REPORTING & MONITORING		
A80	CANCELLATION OF ORDER		
A90	PRESERVATION AND MAINTENANCE	NOT APPLICABLE	NOT APPLICABLE
A100	FREIGHT AND INSURANCE.	NOT APPLICABLE	NOT APPLICABLE
A110	TAXES & DUTIES / STATUTORY LEVIES.		
A120	DEMURRAGE	NOT APPLICABLE	NOT APPLICABLE
A130	INSPECTION, TESTING.		
A140	RECEIPT INSPECTION BY MDL.		
A150	REJECTION OF MATERIALS.	NOT APPLICABLE	NOT APPLICABLE
A160	TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS	NOT APPLICABLE	NOT APPLICABLE
A170	PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.		
A180	BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL	NOT APPLICABLE	NOT APPLICABLE
A190	BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION		
A200	FACILITY PROVISION (Applicable only for Services)	NOT APPLICABLE	NOT APPLICABLE
A210	INDIGENIZATION BANK GUARANTEE (INDBG)	NOT APPLICABLE	NOT APPLICABLE
A220	FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)	NOT APPLICABLE	NOT APPLICABLE
A230	PREFERENCETIAL PURCHASE FROM MSE	NOT APPLICABLE	NOT APPLICABLE



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ENCLOSURE -6

TEF CLAUSE ACCEPTANCE FORMAT	
(To be filled and uploaded along with Part-1/Techno Commercial Bid)	
Tender Inviting Authority:	GM(OTS)
Name of Work:	Appointment of Cost Auditor for FY 2021-22.
Tender No:	6000001382
Bidders Name:	

**NOTES :**

Bidders should carefully read the Terms & Conditions of the TENDER ENQUIRY FORM (TEF) of the Tender Enquiry prior to filling up this acceptance format. This format should be properly filled and uploaded by the bidder(s) along with their technical offer (PART-I) for considering their Bid. Bidder(s) should select "Accepted" / "Deviation" taken for each clause number in the below 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. This standard TEF format has been provided with the tender document to be filled by all the bidders. Bidders are requested to fill the details in the coloured (unprotected) cells. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If this file is found to be modified by the bidder, the bid will be rejected.

TEF CLAUSE NOS	TEF CLAUSE HEADING	DESCRIPTION	BIDDERS SELECTION ACCEPTED/D EVIATION	REMARKS FOR ANY DEVIATION
1		DESCRIPTION OF WORK / SUPPLIES / SERVICES		
2		PRE QUALIFICATION CRITERIA		
3		EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE	NOT APPLICABLE
4		VALIDITY PERIOD		
5		ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM		
6		BID REJECTION CRITERIA		
7		BID EVALUATION CRITERIA		
8		CONTRACT PERIOD		
9		MOBILIZATION		
10		PRICING		
11		TERMS OF GST		
12		TERMS OF PAYMENT		
13		CLARIFICATION		
14		LOADING CRITERIA		
15		MODIFICATIONS TO THE BIDS		
16		FREE ISSUE MATERIAL(FIM):	NOT APPLICABLE	NOT APPLICABLE
17		GUARANTEE/WARRANTEE	NOT APPLICABLE	NOT APPLICABLE
18		SECURITY DEPOSIT	NOT APPLICABLE	NOT APPLICABLE
19		INSPECTION	NOT APPLICABLE	NOT APPLICABLE
20		LIQUIDATED DAMAGES AND PENALTY		
21		HINDRANCE REGISTER		
22		RISK PURCHASE		
23		PUBLIC GRIEVANCE CELL		
24		WORKING ON MDL HOLIDAYS		
25		PERFORMANCE BANK GUARANTEE (PBG)	NOT APPLICABLE	NOT APPLICABLE



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26		ARBITRATION		
27		OFFICIAL SECRETS ACT 1923		
28		NON ENGAGEMENT OF EMPLOYEES OF OTHER CONTRACTOR:		
29		NON BLACKLISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PSUs		
30		FREAK LOW QUOTE		
31		Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017		
32		PURCHASE PREFERENCE TO MAKE IN INDIA	NOT APPLICABLE	NOT APPLICABLE
33		INSTRUCTIONS TO THE BIDDERS		



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ENCLOSURE -7

STACS CLAUSE	
(To be filled and uploaded along with Part-1 / Techno Commercial Bid)	
Tender Inviting Authority:	GM(OTS)
Name of Work:	Appointment of Cost Auditor for FY 2021-22..
Tender No:	6000001382
Bidders Name:	

**NOTES :**

Bidders should carefully read the Terms & Conditions of the Standard Terms & Conditions (STACS) of the Tender Enquiry prior to filling up this acceptance format. This format should be properly filled and uploaded by the bidder(s) along with their technical offer (PART-I) for considering their Bid. Bidder(s) should select "Accepted" / "Deviation" taken for each clause number in the below 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. A standard STACS format has been provided with the tender document to be filled by all the bidders. Bidders are requested to fill the details in the coloured (unprotected) cells. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If this STACS file is found to be modified by the bidder, the bid will be rejected.

STACS CLAUSE NOS	STACS CLAUSE HEADING	BIDDERS SELECTION ACCEPTED/DEVIATION	REMARKS FOR ANY DEVIATION
101	Definition of Purchaser		
102	Definition of Contractor / Bidder		
103	Definition of Owner		
120	GENERAL		
200	COMMUNICATION & LANGUAGE FOR DOCUMENTATION		
210	PURCHASER'S PROPERTY.		
220	RISK PURCHASE		
230	RECOVERY-ADJUSTMENT PROVISIONS:		
240	ADDITIONAL BANK GUARANTEE		
250	INDEMNIFICATION		
260	TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:		
270	SUBCONTRACT & RIGHT OF PURCHASER		
280	PATENT RIGHTS	NOT APPLICABLE	NOT APPLICABLE
290	AGENTS/AGENCY COMMISSION:		
300	USE OF UNDUE INFLUENCE / CORRUPT PRACTICES		
310	IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:		
320	EXPORT LICENCE	NOT APPLICABLE	NOT APPLICABLE
330	BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS		
340	DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER		
350	DISPUTE RESOLUTION MECHANISM AND ARBITRATION		
360	JURISDICTION OF COURTS		
370	CONTRACT LABOUR ( REGULATION & ABOLITION) ACT 1970		
380	MINIMUM WAGES ACT		
390	BONUS ACT		
400	FACTORIES ACT		
410	EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT,1952		
420	EMPLOYEES STATE INSURANCE ACT.		
430	SAFETY		
440	POLICE VERIFICATION OF EMPLOYEES		
450	INTEGRITY PACT		



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ENCLOSURE-8

**Standard Terms & Conditions for GST Compliance**

- 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. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers(except un-registered dealers under GST Law)have to submit declaration that they have complied with ‘Anti- profiteering clause’ under GST Law. Such declaration be given in technical bid.  
IV. 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 .  
V. 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 attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of 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.
- VI. 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.
- VII. 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





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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).

VIII. 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.

IX. 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 (i.e Basic+P&F+F&I) 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 (i.e Basic + P&F + F&I).



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ENCLOSURE 9

**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