



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	6000001565	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	S.Kamthankar	क्रय अधिकारी/Purchase Exec.	S.Kamthankar
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	skamthankar@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001565
फैक्स सं./Fax		निविदा तिथि/ Tender Date	19.05.2023
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	09.06.2023
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2110001762

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		12.06.2023,15:30:00
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 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- BIENNIAL RATE CONTRACT FOR SELECTION & APPOINTMENT OF COST AUDITOR FOR FY 2023-24 & 2024-25, MDL, MUMBAI.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनिकी - 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	Apptn of Cost auditor FY 23-24 & 24-25 Service Description : The Line item 00100 covers the following services	1 Activity unit	31.05.2025

निविदा सं./ Tender No:- 6000001565		निविदा तिथि/ Tender Date:- 19.05.2023	आरएफक्यू सं./RFQ No:- 2110001762
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 :- Appnt of Cost audiitor FY 23-24	1 Number	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Appnt of Cost audiitor FY 24-25	1 Number	
नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं हमें आशा हैं 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			



दो बोली ई-निविदा 6000001565

E-Tender enquiry (Two bid system) Biennial Rate Contract for Selection & Appointment of
Cost Auditor for FY 2023-24 & 2024-25, MDL, MUMBAI.



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2015 for Shipbuilding Division

DIVISION: SHIP BUILDING

DEPARTMENT: OUTSOURCING

Tel. No.: +91(022) 2376 3289

Fax: +91(022) 2376 3198.

E-mail: skamthankar@mazdock.com

Website: www.mazdock.com

1.1.1

MDL TENDER No.

E-TENDER DATED : 6000001565

E-TENDER CLOSING DATE & : 19/05/2023

TIME : 09/06/2023 at 12:00 Hrs.

E-TENDER OPENING DATE & : 12/06/2023 at 15:30 Hrs.

TIME

1.1.2

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (१) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मूल्य बोली के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://eprocuremdl.nic.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in **TWO BID SYSTEM**, from reputed Bidders / Vendors, on our e-procurement portal www.eprocuremdl.nic.in, for the Work/Services as detailed in this tender document:

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.



Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:

1. **Submission of bids against e-Tenders:** The bidder is required to quote online on the *e-Procurement* website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
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-IIB or above Digital 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.
3. National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
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.
5. For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in or Mr Promod Rai M(C-MP). Contact no. 022-23763249/3250
E-mail: -prai@mazdock.com
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.
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.
8. **All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Anish Deshpande M(F-TREASURY/ C&B), Tel. no.: 0222376-2121, email: abdeshpande@mazdock.com**



1. SUBJECT:

E-Tender enquiry (Two bid system) Biennial Rate Contract for Selection & Appointment of Cost Auditor for
FY 2023-24 & 2024-25, MDL, MUMBAI.

2. SCOPE OF WORK: As per Annexure-A.

3. INSPECTION: F-TREASURY/ C&B and the work completion certificate will be issued by the
representative of user dept. of the rank of Chief Manager & above.

**4. TENTATIVE WORK COMPLETION PERIOD, CONTRACT VALIDITY, WORK SCHEDULE, &
MOBILISATION:**

- 4.1. Work completion period: Tentative work completion two years from the date order placement.
- 4.2. Contract Validity: Two Years from date of placement of order
- 4.3. Work schedule: Tentative schedule for work completion is Two Years from date of placement of order, the
job as ordered should be completed on dates mutually agreed upon in accordance with the delivery schedule.
However, exact date of commencement will depend upon award of contract. Schedule of work will be
jointly prepared by the concerned OIC (not below the rank of Chief Manager) with contractor for overall
contract period after placement of order. The contractor has to undertake the work as per schedule
mentioned therein. The job as ordered should be completed on dates mutually agreed upon in accordance
with the delivery schedule. This delivery schedule will be strictly adhered for execution & same will be
criteria for LD applicability.
- 4.4. Mobilization: Successful contractor shall be mobilizing manpower with associated materials/ tools/
equipment within 10 working days from date of award of order or intimation by MDL.
- 4.5. Log Books covering Instruction Register & Hindrance Register shall be maintained by MDL. Instruction
given to contractor will be recorded in the Instruction Register. The Contractor is required to report
hindrances in work procedure for recording in the register.

5. INTEGRITY PACT (IP): Not Applicable.

6. EARNEST MONEY DEPOSIT (EMD): Not Applicable

7. BID REJECTION CRITERIA:

- 7.1. The following conditions / deviations are non-negotiable and therefore by bid falling under these conditions/
deviations shall be summarily rejected. Bidders to note that they shall not to be provided any opportunity to
rectify these conditions/ deviations post bid opening:
 - 7.1.1. Bids/Offer received other than e-portal mode.
 - 7.1.2. Bidder who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by
MDL.
- 7.2. For the following conditions (other than non-negotiable conditions indicated at 7.1), equal time &
opportunity for submission of deficient techno-commercial documents and clarifications shall be given to the
bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated
by MDL, failing which their bids shall be rejected in following cases:



- 7.2.1. Incomplete/ misleading/ ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of MDL.
- 7.2.2. Bid with technical requirements and/or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable.
- 7.2.3. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 7.2.4. Bidder's failure to submit sufficient or complete details, in case of deficiencies notices in evaluation of bids.
- 7.2.5. Bidder not quoting for all the services tendered & listed in the Rate Sheet.
- 7.2.6. Bid with technical requirements and/or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable.
- 7.2.7. Bidder not submitting GeM seller ID
- 7.2.8. Bids received without pre-qualification documents, where required as per tender.
- 7.2.9. Bidders not meeting the Pre-Qualification parameters stipulated in tender enquiry.
- 7.2.10. Validity period indicated by bidder is shorter than that specified in the Tender Enquiry.
- 7.2.11. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 7.2.12. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- 7.2.13. Bidder not accepting Restrictions under rule 144(xi) of general financial rules GFRs, (2017) i.e. tender clause-32.
- 7.2.14. Bidders not submitting the declaration certificate for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) at **Annexure- H**.

8. QUALIFICATION CRITERIA:

8.1. Similar work/ job is defined as under:

- 8.1.1. 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.
- 8.1.2. Previous experience in auditing of Shipbuilding / Heavy Engineering Company having more than Rs. 1000 Crore turnover in any of the last three financial years preceding to FY 2022-23.
- 8.2. Since bid is required to be uploaded on e-portal, the bidders are requested to upload scanned copies of following necessary documents to enable MDL to ascertain their qualification status.
 - 8.2.1. Bidders Company Profile and Shop & Establishment Registration Certificate.
 - 8.2.2. List of personnel with designation, qualification and experience to determine bidder's capabilities.
 - 8.2.3. Work Order copies and Work Completion Certificates in support of clause 8.1.2 should be uploaded. Work Completion Certificates should indicate the work order numbers, issued by the party for whom the work is done. MDL has the right to verify/ cross verification of authenticity of the said documents whenever felt necessary.



Note 1 : Similar type of work / job is as defined at Tender Enquiry Format (TEF) clause 8.1 above.

Note 2 : The bidders need to scan and upload supporting documentary evidence in support of the Qualification Criteria Viz. Work order, work completion certificate issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.

Note 3 : MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

Note 4 : The work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience or completion of similar works.

Note 5 : Sr. 8.2.1 & 8.2.2 above are not required for permanent registered vendors with MDL. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.

Note 6 : All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

9. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **120** days from the tender closing date.

10. PRE – BID CONFERENCE:

Not applicable to this tender.

11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts on <http://eprocuremdl.nic.in> Part-I Techno-commercial bid & Part-II price bid as appearing online, **offer received in any other form will not be considered:**

Part- I: Online Techno-commercial bid will be opened on the tender opening date/ extended opening date shall contain the following.

11.1. Common Documents:

11.1.1 Bidder should also upload scanned copies of Tender Enquiry Acceptance Format, General Terms & Condition acceptance format, Standard Terms & Condition acceptance format in the Prescribed Formats attached herewith (Annexures D, E & F); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (Annexures D, E & F), mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, STACs & GTACs appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.



11.1.2 Copy of Rate sheet (Annexure B) clearly indicating 'Quoted / Not-Quoted' as applicable against each of the listed duly stamped & signed, should also be uploaded.

11.1.3 Bidders should upload signed and stamped acceptance of GST Terms and conditions (Annexure-J)

11.1.4 Bidder should scan and upload Acceptance on firm's letterhead of:

11.1.4.1. Validity of Offer (TEF Clause No. 9)

Note: 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. 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.

11.1.5 Bidder should upload scanned copy of **tax and duties certificate** for which they are registered.

11.1.6. **Annexure- H** - Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on firm's letterhead.

11.1.7. Unique GeM seller ID by bidder

(Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Price bid must be enclosed only in the required format as appearing online.

Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

11.2. Opening of Techno-Commercial e-Bid: Techno-Commercial e-bid (Single Bid-Technical bid along with price bid) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC).

11.3. In addition to the documents as indicated above, following documents shall be uploaded by bidder.

11.3.1. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

11.3.2. Bidders not registered with MDL should scan and upload the following document.

11.3.2.1. RTGS/ NEFT - Mandate Authorization Form (Annexure-K).

11.3.2.2. Scanned image of PAN card.

11.3.2.3. Cancelled cheque.

11.3.2.4. GST registration certificate,

11.3.2.5. Incorporation certificate,

11.3.2.6. Company profile,

Note: 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. 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.



- 11.4. **Part- II (Price Bid):** This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Price bid must be enclosed only in the required format as appearing online.

Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

- 11.5. Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL.
- 11.6. Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). L1 will be determined after taking into account loading factor if any.

12. PRICING, ESCALATION AND GROWTH OF WORK:

12.1 Prices shall remain firm and fixed for execution period of the contract.

12.2 MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

12.3 **Bidder while quoting should consider minimum wages act i.e. costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, etc. for the entire contract period. If quoted prices are not complied to the minimum wages act, then submitted bid will be liable for bid rejection.**

12.4 Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.

12.5 The payment shall be based on actual work completed in line with tender terms and conditions.

12.6 **GROWTH OF WORK CLAUSE:** Not applicable

13. **RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:** 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:

- 13.1 Selection of L1 bidder will be on the basis of total marks secured in the criteria mentioned at SOW paragraph 5.3.



- 13.2 In case multiple bidders quoted same price and having secured equal marks in criteria mention in SOW paragraph 5.3 of SoW, then L1 bidder will be selected on the basis of number of Cost Audit done of the companies having more than 1000 Crore turnover in last 5 years.
- 13.3 In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in SOW paragraph 5.3 and paragraph 13.2 or SOW para 6(B) above then the selection will be on the basis of numbers of years of establishment of the firm from the date of registration.
- 13.4 In case multiple bidders quoted same price and having secured equal marks in criteria mentioned in SOW paragraph 5.3, paragraph 13.2 or SOW para 6(B) above and paragraph 13.3 or SOW para 6(C), 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.

14. WORK DONE CERTIFICATE:

- 14.1 WDC shall be issued on receipt of class certificate from surveyor. The agency responsible to issue WDC shall be **F-TREASURY/ C&B** Dept. (not below the rank of Chief Manager). Payment shall be as per the quantities certified in WDC.
- 14.2 The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.
- 14.3 The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- 14.4 In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
- 14.5 An illustrative format of Work Completion Certificate is at **Enclosure-I**.

15. TERMS OF PAYMENT:

- 15.1 After submission of invoices and actual work done certificate from CM and above ranked Executive of user dept., 100% payment against each invoice will be made through RTGS/NEFT within 15-20 days from the date of receipt of invoice in MDL.
- 15.2 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by executive of user department of rank of CM or above.
- 15.3 The bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 15.4 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

Note: Contractors are requested to raise invoices bill-wise in consultation with WCC issuing authority.

- 15.5 As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 10. 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.

- 15.6 From 1st April 2022, with the revised MSME definition which is based on turnover, no e-Invoice or self-declaration will be required from Micro and Small vendors who have Udyam Registration No, (URN) as their turnover is less than 10 Crs.
- 15.7 Wherever GST is applicable as per para 15.5, 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. 10 Crores as per GST act**" (from 1st April 2022- Turnover limit reduced to Rs 10 Crs. from Rs. 20 Crs.)
- 15.8 Alternate MSME Bidder/Vendor payment through TReDS:
- 15.8.1. In order to address the financial needs of MSME Bidders/Vendors, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivable Exchange Discount System (TReDS).
- 15.8.2. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile. MDL, at present, is registered on the "Invoicemart" TReDS platform. Desirous MSME Bidders/Vendors, who want to receive payments through TReDS platform, have to submit the invoice to MDL along with all the necessary requirements as per the PO and the payment terms. Upon receipt and acceptance of the supplied materials/ completion of services and receipt of invoices with the mandated enclosures, after due certification of physical invoices with enclosures by Commercial/Material Dept., Finance Dept shall upload the invoices on the "Invoicemart" TReDS platform and process the invoices for payment. Post uploading the platform, the financier would be bidding for the invoices and respective MSME vendors would be accepting the bid, so that they can get the disbursement from the Financier.
- 15.8.3. Contact details at "Invoicemart" TReDS platform are as below:
- 15.8.3.1. Mr Hitesh Popli, GM (Business Development) - +91-9930061225, +91-22-62357385
- 15.8.3.2. Mr Amit K Dutta, CM (Business Development) - +91-8600179668, +91-22-62357361
- 15.8.3.3. Any unfinanced invoice/s of MSME Bidders/Vendors seeking payment from MDL directly, shall be processed as per the standard payment terms agreed in PO / contract.
- 15.8.3.4. Vendors/ Bidders who desire to get payment through TReDS/mlxchange platform are requested to get registered on "Invoicemart/mlxchange" TReDS/mlxchange platform and forward the details to MDL."

Note: Contractors are requested to raise invoices Yard-wise in consultation with WCC issuing authority. Any minor addition/ patch work/ re-work/ cleaning work etc. carried out by the firm due to non-certification by inspection agency would not be considered as extra work.

16 **MODIFICATION:** Not applicable.

17 **SECURITY DEPOSIT (SD):** Not applicable



18 **GUARANTEE/WARRANTEE REQUIREMENT:** Not applicable

19 **PERFORMANCE BANK GUARANTEE (PBG):** Not applicable

20 **TAXES:**

20.8 The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.

20.9 The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.

20.10 Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.

20.11 Bidders are required to comply with all the provisions applicable under the GST Act.

(Please refer Annexure J)

21 **LOADING CRITERIA:** Not Applicable.

22 **PURCHASE PREFERENCE TO MAKE IN INDIA:** Not Applicable.

23 **FREAK LOW QUOTES:**

23.1. Bid is considered as Freak Low, If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 (i.e. $(L2-L1) * 100 / L1$) is 30% or more with reference to L1, then the contract shall be placed only after conducting a meeting with L1 bidder to ascertain whether the quoted prices are "workable".

23.2. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs.

23.3. A meeting will be conducted with the bidder to assess the feasibility whether the services can be executed.

23.4. MDL reserves the right of part-ordering the services

24 **MODIFICATIONS TO THE BID:**

Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

25 **WORKING ON MDL HOLIDAYS:**

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

26 **TERMINATION & RISK PURCHASE:**

If the equipment / article / service or any portion thereof be not delivered/ performed by the scheduled delivery date/ period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to



the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

The Purchaser 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.

27 LIQUIDATED DAMAGES:

27.8 Time is the essence of a Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule as indicated in schedule of work at Clause No. 4.2 of delivery terms & delivery schedule.

27.9 LD rate: A sum of 0.5% (half per cent) per week or part thereof, of the delayed work (undelivered portion of services) subject to maximum of 5% of value of delayed work (undelivered portion of services) of the package/ schedule in each case.

27.10 Applicability of LD: Delays in completion of work due to delayed availability of work front(s) / Free Issued Material, etc. are not attributable to the contractor. Liability towards LD arises only in case of delays in completion of work attributable to the contractor. In case of delay attributable to the contractor, as indicated in WDC by WDC issuing authority, LD shall be levied on the undelivered portion of service. In such cases, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from the contractor's invoice.

28 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.

29 PARALLEL ORDER: Not applicable

30 Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.

31 The contract will be governed by Standard Terms and Conditions and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GTACS.

32 Restrictions under rule 144(xi) of general financial rules GFRs, (2017): GFRs, (2017) Not applicable

32.1 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. Further, any bidder



(including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also be registered with the same competent authority. The competent authority for Purpose of registration under this order shall be Registration Committee constituted by Department for Promotion of Industry and Internal Trade. (DPIIT).

- 32.2 Bidder 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 or bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 32.3 Bidder from a country which shares a land border with India for the purpose of this Order means: -
- 32.3.1. An entity incorporated, established or registered in such a country; or
- 32.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or
- 32.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 32.3.4. An entity whose beneficial owner is situated in such a country: or
- 32.3.5. An Indian (or other) agent of such an entity; or
- 32.3.6. A natural person who is a citizen of such a country; or
- 32.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 32.4 The beneficial owner for the purpose of clause no.42.3 above, will be as under
- 32.4.1 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, has a controlling ownership interest or who exercises control through other means.
- Explanation: -
- 32.4.1.1. Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- 32.4.1.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholder's agreements of voting agreements;
- 32.4.2 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;
- 32.4.3 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;
- 32.4.4 Where no natural person is identified under 32.4.1, 32.4.2 or 32.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 32.4.5 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
- 32.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 32.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 32.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 32.8 If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- 33 Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 34 The contract will be governed by Standard Terms and Conditions and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GTACS.
- 35 In the event of placement of order on unregistered vendor, the firm shall apply for registration through Mrs. Shipon Sarkar, Manager, Outsourcing dept., Tel. No. 23763405, within one month from placement of order.
- 36 Procedure for Entry Passes for the Contractor's Employees: - A Detailed procedure is displayed on the website www.mazdock.com under →Work/Service Contracts.
- 37 **FREE ISSUE OF MATERIAL:** Not applicable to this tender
- 38 **NON-DISCLOSURE AGREEMENT:** Not applicable to this tender.
- 39 The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health,



safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

40 PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by Shri R.R.Kumar – ED (Production-EY) has been set up in the MDL, Mumbai. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, Mazdock House or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23762106.

41 SITE VISIT:

41.1 Bidders shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.

41.2 Bidders are requested to visit MDL prior to uploading their bid. In this regard please contact following MDL Officials: **Mr. Anish Deshpande M(F-TREASURY/ C&B), Tel. no.: 0222376-2121, email: abdeshpande@mazdock.com**

41.3 A) MDL reserves the right to consider placement of Order.

B) In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.

42 In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to you.

43 We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.

44 PURCHASE PREFERENCE FOR START-UPS: Not applicable to this tender.

45 BREACH OF OBLIGATION 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,

45.1 Bidder has withdrawn / modified / amended / impaired / derogated / from the tender during the period of bid validity.

45.2 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.

46 BOOK EXAMINATION CLAUSE (BEC): In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

47 Other Terms and Condition: As per SOW. Refer **Annexure – A.**



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48 *"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."*

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Shivaraj Kamthankar
(OUTSOURCING DEPARTMENT)

Following documents, references & formats form a part of the tender:

Annexure – A	Scope of work.
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Technical documents to be uploaded
Annexure – D	(Tender Enquiry Form)TEF Acceptance format.
Annexure – E	General Terms & Conditions Acceptance Format.
Annexure – F	Standard terms and conditions acceptance format.
Annexure – G	Declaration Certificate For Local Content
Annexure – H	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – I	Work completion certificate
Annexure – J	GST terms & conditions
Annexure – K	RTGS/ NEFT - Mandate Authorization Form
Annexure – L	Actual Local Content Certificate

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).

- 1) Standard Terms & Conditions (STACS).
- 2) General Terms & Conditions (GTACS) while executing work.
- 3) Official Secrets Act 1923 .
- 4) Safety Code for Sub-Contractors.
- 5) Loading Factor.
- 6) Procedure for entry passes.

FORMATS:



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Available on MDL Website – www.mazdock.com / → Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-07 Order acceptance Format.
- 3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.



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E-Tender enquiry (Two bid system) Biennial Rate Contract for Selection & Appointment of Cost Auditor for FY 2023-24 & 2024-25, MDL, MUMBAI.

Annexure-A

SCOPE OF WORK:

SELECTION AND APPOINTMENT OF COST AUDITOR

1. Introduction:

Mazagon Dock Shipbuilders Limited (MDL) is India's leading shipyard with ISO 9001: 2015 accreditation. It is a profit making central Government Schedule 'A' PSU under the Ministry of Defence, Department of Defence production, engaged primarily in the building of warships and submarines for the Indian Navy. MDL has a consistent growth, both in physical as well as financial parameters and has an ambitious growth plan. The turnover for FY 2012-22 is Rs. 5733 Cr which is projected to be higher in upcoming years.

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 FY 2023-24 & FY 2024-25.

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 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. 1000 Crore turnover in any of the three financial years preceding to FY 2022-23.



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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 70 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.1000 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 turnover of Rs. 1000 Cr or more, in any of the five financial years preceding to FY 2022-23.
 - C) In case multiple bidders quoted same price and having secured equal marks in criteria 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.



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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 two years i.e. FY 2023-24 and FY 2024-25. The appointment is 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 fixed at Rs. 2,25,000 per year. 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.
- 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.

सौरभ कुमार गुप्ता
SAURABH KUMAR GUPTA
महाप्रबंधक (वित्त)
GENERAL MANAGER (FINANCE)
माझगौन जिल्हा शाखा, मुंबई



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MAZAGON DOCK SHIPBUILDERS LTD

Rate Sheet

Sub: Appointment of cost auditor for FY 2023-24 & FY 2024-25

<u>Particulars</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Appointment of cost auditor for FY 2023-24	1		

<u>Particulars</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Appointment of cost auditor for FY 2024-25	1		

सौरभ कुमार गुप्ता
SAURABH KUMAR GUPTA
महाप्रबंधक (वित्त)
GENERAL MANAGER (FINANCE)
माझगाँव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



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E-Tender enquiry (Two bid system) Biennial Rate Contract for Selection & Appointment of
Cost Auditor for FY 2023-24 & 2024-25, MDL, MUMBAI.

Annexure- B

ILLUSTRATIVE RATE SHEET FORMAT:

Sr. No.	Description	Quantity	Unit	Rate (in Rs.)	Applicable GST	HSN no.
1	Appointment of Cost Auditor for FY 2023-24	1	Nos	2,25,000/-		
2	Appointment of Cost Auditor for FY 2024-25	1	Nos	2,25,000/-		

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



Technical documents to be uploaded in Technical Bid

(Ref clause 11 of tender Enquiry)

1. Tender Inquiry Acceptance Format acceptance (**Annexure-D**)
2. General Terms & Condition acceptance format (**Annexure-E**)
3. Standard Terms & Condition acceptance format (**Annexure-F**)
4. Copy of blank Rate sheet (**Annexure-B**)
5. Signed and stamped acceptance of GST Terms and conditions (**Annexure-J**)
6. Bidder should scan and upload Acceptance on firm's letterhead of:
 - i) Validity of Offer (TEF Clause No. 9)
 - ii) Ready to submit Security Deposit (TEF Clause 17) & to extend the same on MDL request.
7. Bidder should upload scanned copy of tax and duties certificate for which they are registered (GST Certificate all pages etc.).
8. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
9. Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on Letter head of firm. (**Annexure-H**)
10. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
11. GST certificate.
12. RTGS/ NEFT - Mandate Authorization Form
13. Scanned image of PAN card.
14. Unique GeM seller ID by bidder
15. Company Profile, Shop & Establishment and Tax registration certificate.
16. List of Equipment held by them.



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E-Tender enquiry (Two bid system) Biennial Rate Contract for Selection & Appointment of
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Annexure-D

1.2 TEF (TENDER ENQUIRY FORMAT) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		2		3	
4		5	Not Applicable	6	Not Applicable
7		8		9	
10	Not Applicable	11		12	
13		14		15	
16	Not Applicable	17	Not Applicable	18	Not Applicable
19	Not Applicable	20		21	Not Applicable
22	Not Applicable	23		24	
25		26		27	
28		29	Not Applicable	30	
31		32		33	
34		35		36	
37	Not Applicable	38	Not Applicable	39	
40		41		42	
43		44	Not Applicable	45	
47		48			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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Annexure-E

GENERAL TERMS & CONDITIONS ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
A10		A90		A170	
A20		A100		A180	
A30		A110		A190	
A40		A120		A200	
A50		A130		A210	
A60		A140		A220	
A70		A150		A230	
A80		A160			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the General Terms & Conditions of the Tender (GTACs) prior to filling up this acceptance format (available on MDL Web site).
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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Annexure-F

STANDARD TERMS AND CONDITIONS ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

STAC CLAUSE No.	BIDDER'S REMARK	STAC CLAUSE No.	BIDDER'S REMARK	STAC CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
101		280		400	
102		290		410	
103		300		420	
120		310		430	
200		320		440	
210		330		450	
220		340			
230		350			
240		360			
250		370			
260		380			
270		390			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Standard Terms & Conditions of the Tender (STACs) prior to filling up this acceptance format (available on MDL Web site)
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
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.



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Annexure-G

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value Less than Rs 10 Crores)

Not Applicable.



Annexure-H

Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017)

- (i) I have read the tender Cl. no. 32, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s.....is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that our Firm M/s.....fulfills all requirements in this regard and is eligible to be considered for subject tender.

- (ii) I have read the tender Cl. no. 32, regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I hereby certify that our Firm M/s..... will not sub-contract any work to contractor from such countries unless such contractor fulfills all registered requirements with the Competent Authority.

I hereby certify that our Firm M/s.....fulfills all requirements in this regard and is eligible to be considered.

- (iii) I have read the Cl. No. 32 regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our Firm does not have any ToT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our Firm has valid registration to participate in this procurement.

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

Note - Unless specifically specified in tender, sub-contracting tendered work by participant bidder is not acceptable & MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



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Illustrative format of Work Done Certificate:

Annexure-I

Format of Work Done Certificate

(WDC to be prepared by the contractor on their letterhead & to be submitted to the certifying authority)

WDC Ref. no.

WDC date:

MDL Sub-Contract Order no. & date: _____ dated _____.

The following work/s is/are completed to the satisfaction of MDL as per the above mentioned PO and the following is certified for payment.

PO Line item No.	Service No.	Line item work description.	Line item - PO Qty.	Line item Qty. - certified up to previous WDC	Line item Qty. - certified through this WDC	Mutually agreed completion schedule		Actual work done schedule		LD applicable (Yes/No) & if yes, no. of delayed days.	Service Entry Sheet no.	Yard No.
						Start Date	End Date	Start Date	End Date			

Amount claimed upto previous WDC: ` (exclusive taxes)
Amount claimed under this WDC: (exclusive taxes)
Cumulative amount claimed as on date: ` (exclusive taxes)
Order value: (exclusive taxes)

From Contractor

From MDL

Signature & stamp of Contractor.

Signature & stamp of WDC issuing authority.
(Not below the rank of Chief Manager)

Date:

Date



Annexure-J

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. 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 be given in technical bid.
4. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. 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



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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).

Annexure-K

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

Authorized Signature of the suppliers

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date

Bank's Stamp

Authorized Signatories of Bank Officers



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Annexure: L

Actual Local Content Certificate

Not Applicable.