1. **DESCRIPTION & SCOPE OF SUPPLY / WORK**: Supply of Electric scooter excluding/without vehicle registration and car insurance for Y 16501-16506 of ICGP.

2. **Pre-Qualification Criteria:**

   Technical pre-qualification criteria:

   a) Not applicable

   Commercial Pre-qualification criteria:

   a) Wherever Authorised Distributors/dealers are submitting the bid, Authorisation Form /Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

3. **BID REJECTION CRITERIA**:
   (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
      (i) Bids received after tender closing date and time.
      (ii) Bids received other than through e-portal (in case of e-tender)
      (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

   (b) **Liable rejection criteria**: Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;
      (i) Clause mentioned under loading criteria or terms not acceptable to firm.

      Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.

4. **WARRANTY/GUARANTEE**: The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of declared standard OEM guarantee/warranty period.

5. **PRICING**:
   (a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including charges towards transportation, transit insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Addresses
Electric Scooter	Anik Chembur Store, Mazagon Dock Shipbuilders Ltd, Ambapada, Mahul, Chembur, Mumbai, Maharashtra 400074

   (b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

(c) **Price Variation Clause:** Not Applicable

6. **TAXES & DUTIES**:

(a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & transit insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.

(b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

(c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.

(d) TDS (GST) shall be carried out as per the existing Laws and Acts.

(e) **Goods and Services Tax (GST):**

(i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.

(ii) For MDL's GST number, please visit our website. MDL's GST Number is **27AAACM8029J1ZA**.

(iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.

(iv) Bidders shall mandatorily mention their GST number in their offer.

(v) Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.

(vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.

(vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments 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.

(viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.

(ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of

GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.

(x) 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 invoices or expiry of timelines prescribed in GST Laws for availing ITC, nonpayment of taxes or non-filling of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. 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 as a result of default.

(xi) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

(f) **Custom Duty** will not be reimbursed to the vendor.

7. **PAYMENT TERMS**:

(a) Advance payment is not applicable for this tender

(b) On receipt of Invoice, 100 % of Payment shall be made within 15 days from generation of Consignee Report and acceptance certificate (CRAC) of material and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

8. **PAYMENT MODE & REQUISITE DOCUMENTS FOR PAYMENT**:

(a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

(b) **Documents for Payments for Indian Bidders (Goods):**

(i) Suppliers' invoice/Delivery challan.

(ii) PO copy with amendments if any

(c) **Alternate MSME vendor payment through TReDS:**

i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.

ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.

iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

a) "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.

b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms Ashwathi Jayandran email id: ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com

(d) **E Invoice:** Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under GST Act,2017 and as amended time to time and we are not required to comply with e-Invoicing provisions under GST Act,2017, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded the limit as per GST Act,2017"

9. **EXCHANGE RATE VARIATION (ERV)**: Not applicable.

10. **CONSIGNEE**:

(a) Material scheduled for delivery are to be **delivered as mentioned in para 5 above.**

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter and stores.

(b) Following document should be submitted along with material:

- PO copy & subsequent amendments issued to it, if any.
- Delivery Challans clearly indicating MDL Purchase Order No
- Copy of Warranty Certificate
- E-Way bill (if applicable) details are to be submitted during the delivery of the items.

(c) Supplier is required to give 2 to 4 day's advance intimation to MDL prior to delivering vehicle in MDL store.

11. **INSPECTION & TESTING**:

(a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

(b) **Pre-Dispatch Inspection: Not applicable. However, OEM can perform its own PDI for which PDI report may not be required to submit to MDL.**

(c) **Receipt Inspection:** MDL and CGRPT shall carry out necessary inspection of the items in the presence of OEM on receipt in the MDL premises on the basis of appropriate Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time. Please refer SOTR for details.

(d) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being borne by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the

end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

12. **PRICE NEGOTIATION:** Usually, there shall be no price negotiations. However, MDL reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate. MDL reserves the right to negotiate for all quoted rate whether considered for ranking or not.

13. **INTEGRITY PACT (IP): Not applicable.**

14. **BOOK EXAMINATION CLAUSE**: **Not applicable.**

15. **PUBLIC GRIEVANCE CELL**: A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23763512(MDL).

16. **NON-DISCLOSURE AGREEMENT: Not Applicable**

17. **BREACH OF OBLIGATION:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;
    i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
    ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

18. **CONTACT DETAILS FOR QUERIES**: **All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr. C G K Rao	022-2376 3029	cgkrao@mazdock.com
	Mr. Abhishek	022-23763041	abhishek@mazdock.com
Commercial	Mr. D S Chavan	022-2376 2782	dschavan@mazdock.com
	Mr. Arindam Ghosh	022-2376 2773	aghosh@mazdock.com

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED

Enclosures: -

Enclosure-1	Contact Details of the bidder
Enclosure-2	Blank rate sheet
Enclosure-3	Declaration for Local Content
Enclosure-4	Actual Local Content Certificate
Enclosure-5	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)