





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिंड वि	वरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-07-2025 14:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-07-2025 14:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence		
विभाग का नाम/Department Name	Department Of Defence Production		
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited		
कार्यालय का नाम/Office Name	******		
कुल मात्रा/Total Quantity	9		
वस्तु श्रेणी /Item Category	CEREMONIAL AWNING As per Specification Y 12652, SILK CLOTH INCLUDING STITCHINGAs per Specification Y 12653, STAINCHAIN CEREMONIAL AWNING As per Specification Y 12653, CEREMONIAL AWNING As per Specification Y 12653, CEREMONIAL AWNING As per Specification Y 12654		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CEREMONIAL AWNING		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Awning, PVC Coated Nylon Fabric for Awning and Gun Covers, Sofa Sets - Handcrafted		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Cheese Cloth		
बीओक्यू शीर्षक /BOQ Title	CEREMONIAL AWNING FOR Y 12652 Y12653 Y12654		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छ्रट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिंड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes	
बिड का प्रकार/Type of Bid	Single Packet Bid	
प्राथमिक उत्पाद श्रेणी/Primary product category	CEREMONIAL AWNING As per Specification Y 12652	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	Payments shall be made to the Seller within <b>15</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

# ईएमडी विवरण/EMD Detail

2114191145-11 /Poquirod	No
Jideadulled	INO

# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	19

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

# लाभार्थी /Beneficiary :

CM(C-P17A)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Sagar Udaramji Shende)

#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
एमएसई खरीद वरीयता/MSE Purchase Preference	
एसएमई खरीद वरीयता/MSF Purchase Preference	Yes

- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchas preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage o local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 2. Purchase preference will be given to MSEs having valid Udvam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

### **CEREMONIAL AWNING As Per Specification Y 12652**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Docume</b>	ent	<u>View File</u>
<b>BOQ Detail Document</b>	t	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	
100%	NA	

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	45

#### **CEREMONIAL AWNING As Per Specification Y 12652**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST		जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	
	100%	NA	

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	45

### **CEREMONIAL AWNING As Per Specification Y 12652**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

# परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	45

# SILK CLOTH INCLUDING STITCHINGAs Per Specification Y 12653

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

# तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	**********Mumbai	1	120

# STAINCHAIN CEREMONIAL AWNING As Per Specification Y 12653

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Specification Document	<u>View File</u>
BOQ Detail Document	View File

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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

# परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	120

# **CEREMONIAL AWNING As Per Specification Y 12653**

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100%	NA

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	120

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जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	
100%	NA	

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./ o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	150

### **CEREMONIAL AWNING As Per Specification Y 12654**

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## इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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100%	NA	

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Mumbai	1	150

# **CEREMONIAL AWNING As Per Specification Y 12654**

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तकनीकी विशिष्टियाँ /Technical Specifications

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	**********Mumbai	1	150

# क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased

quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / interner banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

MAZAGON DOCK SHIPBUILDERS LTD

Account No.

11079519138

IFSC Code

SBIN0006070

Bank Name

STATE BANK OF INDIA

Branch address

STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI- 400023

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ADDITIONAL TERMS AND CONDITIONS (ATC)**

#### PREAMBLE:

Mazagon Dock Shipbuilders Limited(Buyer), invites e-offers in Single bid system i.e. (Techno Commercial Bid+ Price Bid) from Single bidder (Seller)only on GeM portal for Ceremonial Awning For Y-12652, Y-12653 & Y-12654 of Project 17A.

Note: This tender is single nominated Tender. Bidder who have received intimation from MDL (P17A-Commercial) for this tender is only allowed to submit their bid. All other bids, f any received from other than single nominated bidder will be summarily/categorically re ected.

1. **Description & Scope of Supply**: Supply of Ceremonial Awning For Y-12652, Y-12653 & Y-12654 of P17A Ships.

2. **Submission of Offer In Single Bid System**: Offer must be submitted in Single bid (Technical + Price Bid).

The bidder shall ensure following are essentially included in bid:

- i. Bidders / Suppliers should enclose additional documents as applicable to this tender.
- ii. GST % for all quoted line items, line item wise on separate sheet.
- iii. Prices for each of listed items has to be uploaded strictly in prescribed format provided on GeM po tal. Bids received other than this given format will be rejected
- 3. **Pricing:** Prices of all item listed in the tender enquiry for delivery of the items at MDL Anik Store.
- 4. **Prices:** Prices shall be quoted on all-inclusive basis as per terms and conditions of this tender as app icable for door delivery to MDL Stores. Quoted prices shall remain firm & fixed during currency of con ract.
- 5. **Delivery schedule**: The delivery to completed as per following details:

•				
Yard No	Item Sr No.	Delivery Period		
Yard 12652	1 to 3	Within 45 days from purchase order date.		
Yard 12653	4 to 6	Within 120 days from purchase order date.		
Yard 12654	7 to 9	Within 150 days from purchase order date.		

Note: The actual delivery to be completed within 30 days of completion of actual measurement on bord respective ship.

#### 6. Consignee:

(a) Material scheduled for delivery are to be delivered at Onboard or MDL Store at Anik Chembur yar

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier o depute their representative in their own interest to coordinate the activities between the transporter, and MDL 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
  - · Warranty Certificate etc.
  - · E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Eavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly in icating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading

7. **Payment terms & Mode:** As per GeM terms & condition.

- (a) Advance payment is not applicable for this tender.
  - (i) **For Goods:** 95 % of Payment shall be made within 15 days after generation of CRAC as recuced by any deductibles and / or the amount leviable towards liquidated damages, if any pus 100% taxes, duties etc. as applicable. The following documents required for certification of payment:
    - a. Suppliers invoice.
    - b. PO copy with amendments if any
    - c. Proof of submission of PBG (Wherever applicable).

Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PBG of equivalent amount valid up to warranty period plus two-month claim per

od.

- (b) **Part Payment**: Part Supply Part Payment is applicable.
- (c) Alternate MSME vendor payment through TReDS:
  - i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facil tating 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 i nvoices 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 Solution s Pvt. Ltd.
  - iii)MSME bidders desirous to receive payments through TReDS platform may avail the facility if hey 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: <a href="mailto:ashwathi.jayandran@m1xchange.cc">ashwathi.jayandran@m1xchange.cc</a>
       m
      - +91 8839915724 Ms Priyanka Shah email id <a href="mailto:prinyaka.shah@m1xchange.com">prinyaka.shah@m1xchange.com</a>
    - c) M/s Receivable Exchange of India Limited (RXIL) TReDS platform or by registering on it Contact details at "RXIL" TReDS platform are as below:
       Mr. Shaiwal Sinha +91 9599224594 email id: shaiwal.sinha@m1xchange.com

Mr. Ankit Singh +91 9800250394 email id: ankit.singh@m1xchange.com

- (d) **Payment Mode**:All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- (e) **Issuance of e-Invoice by Vendor:** Whenever GST is applicable, payment will be released at ainst e-Invoice, or Invoice accompanied with vendor's self-declaration that "We do not fall uncer the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate urnover in any preceding financial year from 2017-18 onward has not exceeded Rs. 5 Cr apper GST Act".

**Note:** Invoices should be submitted at "Receipt Section", MDL Security Complex, Mumbai 400 010.

- 8. **Liquidated Damages (LD):**LD clause shall be applicable as per GeM terms &conditions @ 0.5% per week for delay in delivery of material subject to maximum 10% of the delayed portion of the order.
- 9. **Performance Security (e-PBG):** The required duration of e-PBG indicated in the tender is covered entire deliveries of all three yards (i.e. Y-12652, Y-12653 & Y-12654). Bidders shall ensure that the validity/duration of performance security (e-PBG) as per delivery requirement of respective yard plus two months. In case any delay in delivery, vendor shall extend the validity of performance security suitably.
- 10. **Guarantee/warrantee Requirement:** 12 Months from Date of Delivery of item. All other terms and conditions for warranty/Guarantee as per GeM
  - (a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspec

- ed by & approved by the inspection authorities.
- (b) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify he defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (c) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, he supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.
- 11. **Inspection**: items shall be inspected by MDL, WOT and Ship staff.

  Other general conditions related to inspection of material are as under:
  - (a) **Receipt Inspection:** MDL and Warship Overseeing Team (WOT)/Ship staff shall carry out neces sary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection so stem 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 possille time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
  - (b) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplie shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.
  - 12. **Indemnification:** The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Suplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent coused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and he total liability for such damages or injury shall be as mutually discussed and agreed to.
  - 13. **Purchaser's Property:** All property (such as materials, drawings, documents etc) issued by the I urchaser or any other individual or firm on behalf of the Purchaser in connection with the contract hall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor sI all undertake to return all such property so issued and will be responsible for any or all loss thereo and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full an ount of loss and damage.

#### 14. Other terms & conditions:

Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be categorical rejected.

15. **Contact details**: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Department	Name of Executives	Contact No	Email
	Mr CGK Rao PE(D-P17A)	022 2376 3035	gkrao@mazdock.com
Technical	Mr. Ahishek DM(D-Outfit)	022 2376 3370	abhishek@mazdock.com
	Mr. Satish Chandra, DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
Commercial	Mr. Sagar Shende, CM (C-P17A	022 2376 2750	sushende@mazdock.com

#### Note:

- 1. Bidder not accepting, complying with the all tender terms and conditions as well as not filling requisite formats in line with tender will fall under liable for rejection.
- 2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number fo further communications.

### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <a href="attacher categories">attacher categories</a>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such

representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षाच्याधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसक अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GT clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India, any bidder from a country which shares a land border with India, any bidder from a country which shares a land border with India, any bidder has to undertake compliance of thi and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---