



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4823464
Dated/दिनांक : 04-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-04-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-04-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Mazagon Dock Shipbuilders Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	134
Item Category/मद केटगरी	Manufacture & supply of 2MM thick powder coated CRCA sheet as per guidance drawing for 134 table top (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 15 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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	35000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (X)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

NA
Mazagon Dock Shipbuilders Limited, Mumbai, Department of Defence Production, Ministry of Defence
(Mazagon Dock Shipbuilders Ltd.)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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 Purchase 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 of 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.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(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.

4. 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.

Manufacture & Supply Of 2MM Thick Powder Coated CRCA Sheet As Per Guidance Drawing For 134 Table Top (134 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1

[View](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****MUMBAI	134	90

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रमार के अनुसार जीएसटी i.r.o. Items
1	Annexure& drawing View	Annexure& drawing	Manufacture & Supply Of 2MM Thick Powder Coated CRCA Sheet As Per Guidance Drawing For 134 Table Top(134)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. 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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. SUBJECT:

Manufacture & Supply Of 2MM Thick Powder Coated CRCA Sheet As Per Guidance Drawing (**Attached at additional scope of work**) For 134 Table Top for yard-12704 &12705.

2. SCOPE OF WORK:

2.1 Table tops are to be manufactured as per actual measurement taken on board INS Visakhapatnam & INS Mormugao. quantity & sizes of table top shown in Annexure-a are indicative. firm shall take a actual measurement of each table top from ship within 2 weeks of placement of order.

2.2 Firm shall manufacture one sample table top within 2 weeks after taking measurements onboard & get it approved from ship staff. bulk production is to be started after approval of sample table top. delivery of all table tops within 3 months of placement of order.

2.3 Table top are to be manufactured as per enclosed guidance drawing.(Annexure-A) **Attached at additional scope of work**

2.4 There should not be deformation, bends and sharp edges on table top.

2.5 Firm shall depute manpower at naval dockyard, Mumbai for taking measurement on board ships.

2.6 Color of powder coating is to decide in consultation with ship staff.

2. INSPECTION & MOBILIZATION: Inspection will be done by wot/ship staff.

3. INTEGRITY PACT (IP): Not Applicable.

4. EARNEST MONEY DEPOSIT (EMD):

4.1. Bidders shall furnish EMD of **Rs. 35000/-** against this tender.

- 4.2. The EMD can be remitted directly to MDL Bank Account (from the list of banks approved by SBI/Canara bank published on MDL website). Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same
- 4.3. EMD can also be submitted in the form of DD/Bank Guarantee in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL Website. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized/Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.
- 4.4. Bidders are requested to upload the scanned image of EMD i.e DD/Bank Guarantee online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank and forward the original of the scanned copy of EMD enclosed in a envelope addressed to HOD (Outsourcing), 6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai-400010, super scribing Tender No & Tender date by Speed Post/Registered Post/Courier Service/Hand Delivery to reach the office of HOD(Outsourcing) within seven days from the Tender closing date.
- 4.5. Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Bids without EMD will not be considered.
- 4.6. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- 4.7. "For making online payment please follow the following steps:
- Go to www.mazagondock.in
 - Click on Online payment tab available on home page
 - 4 options viz. Career, Tender, Security, Scrap / Disposal will be available.
 - Click on the respective tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/UPI etc. after filling the required details.

4.8. EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (The vendor who are permanently registered under PR-material /service group "1008101-MS Plates. To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered). To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items/services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- d) All Micro & Small Enterprises (manufacturer & services only) subject to their submitting the UDYAM/Registration Certificate from the Competent Authority regarding their Micro/Small Industry. MSME certificate for **trader category are not eligible** for EMD exemption
- e) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be

e considered for EMD exemption.

f) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption

g) Bidders who have exempted from EMD submission as per GeM GT&C, bidders should uploading supporting documents along with their technical bids.

- 4.9. The original BG/ DD/ Pay Order must be submitted to the Head of Department (HOD), (P-15B-Commercial department, fifth Floor, Service Block, North Yard, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mazagaon, Mumbai-400010 without fail within **Fourteen (14) MDL working days** from the Tender closing date, in an envelope super-scribing the Tender no., Tender date, Tender closing date, Purchase Officer's name & brief description of the services / work tendered. If the original BG is not received by the Purchase Officer at MDL within this duration, the Bid would be considered invalid & rejected accordingly.

EMD of the disqualified/Techno-commercially rejected bidder (s) will be refunded within fifteen (15) days from the date of receipt of approval for opening of price bids of the Techno-commercially qualified offers. EMD of other unsuccessful bidder (s) will be refunded after placement of the Order on the successful bidder. EMD of successful bidders may be converted into security deposit or refunded on receipt of security deposit BG. The returned / refunded EMD would be interest free.

5. BID REJECTION CRITERIA:

5.1. 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 bid opening.

5.1.1. Bid received after tender closing date and time.

5.1.2. Bids received other than through GeM-portal.

5.1.3. Bids received without EMD (other than those who are exempted from payment of EMD).

5.2. Liable for Rejection Criteria

Non-compliance/non-acceptance to any of the terms and conditions of the tender. Equal time and opportunity for submission of deficient techno commercial documents and clarification 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 will be rejected.

6. PRE-QUALIFICATION CRITERIA:

Commercial POC:

- a) Bidders Company Profile.
- b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).
- c) The bidder should have a minimum average turnover of at least for **Rs. 6 Lacs** during the last three years ending **31st March 2023 (i.e. for FYs 2020-21, 2021-22 and 2022-23)** and shall upload the audited balance sheet along with profit/loss account for the last three years.

Note

1. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.
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 who

m 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.

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.
4. 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.

7. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **180** days from the tender closing date.

8. PRE -BID CONFERENCE: Not applicable.

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

On-line Offer (GeM-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid, on the Government e Marketing Site GeM. Offer 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.

9.1. Technical bid shall contain following documents:

a) Scanned Image of EMD-BG/ Online Remittance as stipulated in clause 6 for EMD

The original of the above of EMD-BG/ Online Remittance, shall be forwarded to PE (C-P15B) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach **within 14 MDL working Days** from the tender closing date, addressed as below:

PE-C(P-15B), 5th floor, Service block, North yard,

Mazagon Dock Shipbuilders Ltd.

Dockyard Road, Mumbai - 400010.

b) Bidder should also upload scanned copies of following in the Prescribed Formats:

- i) Additional Service Level Agreement Acceptance Format (Annexure-C)
- ii) Acceptance of General terms & Conditions of GEM (GT&C) on company letter head

The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, ASL A & GT&C 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.

c) Bidders should upload signed and stamped **acceptance of GST Terms and conditions**

d) Bidder should scan and upload Acceptance on **Firm's letterhead** of:

- i) Validity of Offer (Clause No. 9)
- ii) Ready to submit **Performance Security** to extend the same on MDL request.

e) Bidder should upload scanned copy of **tax and duties certificate** for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).

f) To meet the qualification requirement at tender clause 6.a to 6.c, Bidders should upload scanned Copies of supporting documents.

g) Bidder should upload scanned audited balance sheet with auditors reports and profit & Loss statement. For FY 2019-2020, 2020-2021 and 2021-22). tender clause 6.c

h) Duly filled Declaration Certificate for Local content in **Annexure - G**.

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

j) Copies of valid UDYAM Registration and Approval certificates (if any) of the following shall be uploaded on-line:

- i) Micro Enterprises.
- ii) Small Enterprises.
- iii) ISO Accreditation.

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

- (a) RTGS/ NEFT - Mandate Authorization Form
- (b) Scanned image of PAN card.

(c) (c) Company Profile, Shop & Establishment

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

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.

9.2. **(Price Bid):** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in GeM Portal. Offer in any other form shall not be considered. The Bidder should fill in rates and prices for all items of the Services described in price schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the MDL when executed and shall be deemed covered by the other rates and prices in the price schedule. If a firm quotes NIL charges/ consideration against the tender, the bid shall be treated as unresponsive and will not be considered.

10. PRICING & ESCALATION:

10.1. Quoted prices shall remain **firm and fixed** during the currency of the order/contract.

10.2. Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labour, as per statutory requirement (Minimum wages, PF& insurance etc..), material, packing charges, transportation, all incidental expenses etc.

10.3. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.

11. OPTION CLAUSE:

The purchase 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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidder are bound to accept the orders accordingly.

12. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:

Evaluation Lowest Bidder L-1 will be decided on the basis of overall quoted price (**including taxes**) for the entire tender quantity. Techno-Commercially Qualified Overall Lowest Bidder (L1) will be considered for further processing for placement of order.

13. TERMS OF PAYMENT:

13.1. PAYMENT TERMS.

- 1) Payment of 100% of the value of the supplies and 100% Taxes will be made against delivery and acceptance as may be payable on receipt and acceptance at MDL & submission of Invoice between 15 and 20 days.
- 2. Payment Mode: All the payments to indigenous bidders shall be made RTGS / NEFT by MDL against submission of invoices in triplicate along with Delivery Challans, Guarantee/Warrantee

Certificate & PBG if applicabl

3. Following Document should be submitted along with material.

- a) Sign invoice-3 copy.
- b) Delivery Challan.
- c) Warranty Certificate.
- d) Packing list

13.2. **E-Invoice-** The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e invoice with a Quick Response (QR) code and Invoice Registration No.(IRN).

13.3. Wherever GST is applicable, payment will be released against e invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

13.4. "Alternate MSME Bidder/Vendor payment through TReDS:

13.4.1. TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given license to three participants (A.TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.

13.4.2. MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

14. Performance Security (Performance Bank Guarantee cum Security Deposit):

14.1. The Successful bidder (Contractor) shall submit Security Deposit @ 5% of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of Order/Contract.

14.2. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

14.3. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, DCE shall advise Finance Department for withholding the Performance security from his bills if any. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%. This should invariably be stated in tender.

14.4. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

14.5. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

14.6. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.

- 14.7. Additional value and extension shall be sought by way of amendment. In case of extension solely on account MDL, MDL shall reimburse bank charges if desired by the supplier for such extension.
- 14.8. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, DCE will inform the supplier that his EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 14.9. In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
- 14.10. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- 14.11. In case delivery / completion is likely to be delayed, Commercial executive will instruct the Supplier to extend validity of performance security till the completion of delivery. Interest shall be levied for delay in submission of amended Performance Security BG after expiry of original Performance Security BG.

15. GUARANTEE/ WARRANTY: 12 months after delivery of items.

16. TAXES & DUTIES:

- 16.1. Bidder shall indicate GST no. and HSN/SAC no. separately & the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. Details as under;
 - a. GST No.:
 - b. Type of dealer (composition/ Normal):
 - c. SAC/HSN NO.:
 - d. % of GST:
- 16.2. Bidders to quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.
- 16.3. 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.
- 16.4. Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- 16.5. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 16.6. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure F**)
- 16.7. As per GST act, TDS will be deducted while making payment.

17. MODIFICATIONS TO THE BID:

Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any time till the closing time through GeM only and the last changed bid will be considered for ranking of the bids.

18. LIQUIDATED DAMAGES/ PENALTY CLAUSE: 0.5% per week max upto 10% as per GeM terms and conditions. However, LD not be deducted in case there is delay in readiness of ship/delay from ship-staff for taking measurement or approval of samples. The attributability of delay will be certified by ship-staff/Design Department

19. PARALLELORDER: Not Applicable

20. PURCHASE PREFERENCE TO MAKE IN INDIA

- (i) Bidder should submitted declaration certificate as per **Annexure-G**
- (ii) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content

ent requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

- (iii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. less or than) the specified tender requirement, then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

21. Land Border Clause

(Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017) applicable, bidder should submit declaration as per Annexure- H

22 CANCELLATION OF TENDER

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

23 Right to reject any or all bids

MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

23.1 DL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.

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

23.3 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.

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED,

Bhupendra Singh CM
(Commercial P15B)

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

Annexure - A	Scope of work (Enclosure 1 & Annexure A)
Annexure - C	Additional Service Level Agreement (SLA).Acceptance format
Annexure - F	GST terms & conditions
Annexure - G	Declaration Certificate For Local Content
Annexure - H	Land border

Annexure-A

SCOPE OF WORK:

List of all Table tops to be modified and guidance drawing. kept at as attachment in additional scope of work.

Annexure-C

Buyer added specific terms and condition ACCEPTANCE FORMAT:

To,

MAZAGON DOCK SHIPBUILDERS LIMITED

OUTSOURCING DEPARTMENT.

SLA CLAUSE No.	BIDDER'S REMARK	SLA CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	

17		18	
19		20	
21		22	
23			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Terms & Conditions of the Additional Service Level Agreement (SLA) 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. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-F

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.

ror 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 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-G

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Annexure-H

Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017

]

(On bidder's Letter Head)

Declaration of Compliance of Order (Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 and 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names), do

hereby declare, in my capacity as of M/s
..... (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the MoF DoE Order OM No.F.7/10/2021/-PPD(1) (Public Procurement No. 4 order) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- 4) I have read the clause 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 certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'
- 5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s
.....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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

In terms of GeM GTC 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 will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this 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./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 यह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

