



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4847694
Dated/दिनांक : 23-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-05-2024 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	110
Item Category/मद केटेगरी	Procurement of Sacrificial Anodes MK-I as per NCD 3906 REV1 Issue 2 April12 (Q3) , Procurement of Sacrificial Anodes MK-II as per NCD 3906 REV1 Issue 2 April12 (Q3) , Procurement of Sacrificial Anodes MK-V as per NCD 3906 REV1 Issue 2 April12 (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (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	Experience Criteria,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Procurement of Sacrificial Anodes MK-I as per NCD 3906 REV1 Issue 2 April12

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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 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.

Procurement Of Sacrificial Anodes MK-I As Per NCD 3906 REV1 Issue 2 April12 (70 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः 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
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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	70	45

Procurement Of Sacrificial Anodes MK-II As Per NCD 3906 REV1 Issue 2 April12 (20 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः 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
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****MUMBAI	20	45

Procurement Of Sacrificial Anodes MK-V As Per NCD 3906 REV1 Issue 2 April12 (20 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः 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
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****MUMBAI	20	45

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
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S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TSP View	TSP	Procurement Of Sacrificial Anodes MK-I As Per NCD 3906 REV1 Issue 2 April12(70),Procurement Of Sacrificial Anodes MK-II As Per NCD 3906 REV1 Issue 2 April12(20),Procurement Of Sacrificial Anodes MK-V As Per NCD 3906 REV1 Issue 2 April12(20)
2	Declaration of local Content View	Declaration of local Content	Procurement Of Sacrificial Anodes MK-I As Per NCD 3906 REV1 Issue 2 April12(70),Procurement Of Sacrificial Anodes MK-II As Per NCD 3906 REV1 Issue 2 April12(20),Procurement Of Sacrificial Anodes MK-V As Per NCD 3906 REV1 Issue 2 April12(20)
3	Declaration by bidder for Restrictions View	Declaration by bidder for Restrictions	Procurement Of Sacrificial Anodes MK-I As Per NCD 3906 REV1 Issue 2 April12(70),Procurement Of Sacrificial Anodes MK-II As Per NCD 3906 REV1 Issue 2 April12(20),Procurement Of Sacrificial Anodes MK-V As Per NCD 3906 REV1 Issue 2 April12(20)
4	Contact details of Bidder View	Contact details of Bidder	Procurement Of Sacrificial Anodes MK-I As Per NCD 3906 REV1 Issue 2 April12(70),Procurement Of Sacrificial Anodes MK-II As Per NCD 3906 REV1 Issue 2 April12(20),Procurement Of Sacrificial Anodes MK-V As Per NCD 3906 REV1 Issue 2 April12(20)

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

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 %.

2. 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.

3. **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.

4. **Generic**

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

5. **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.

6. **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.

7. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
TPI

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **SUBJECT:** Procurement of sacrificial anodes for Yard-12706 & Yard-12707 for P15B ships

2. **SCOPE OF WORK:**

2.1 Sacrificial Anodes are to manufacture and supplied as per the NCD 3906 and Indian Navy drawings dated Apr 12 for following quantities:

S No.	Type	Yd.12706	Yd.12707	Total
1	MK-I	35	35	70
2	MK-II	10	10	20
3	MK -V	10	10	20

Note: Firms needs to manufacture the Sacrificial Anodes as per the dimensions and weight as per the drawings within the tolerance limits indicated in the NCD. Entire quantity need to be supplied to MDL stores, part supply/delivery will not be allowed/entertained.

2.2 Anodes to be supplied as per NCD 3906 REV 1 Issue- April 12. MDL drawings and TSP attached in **Addition scope of work.**

3. INSPECTION PROCEDURE: TPI inspection at firm premises prior to dispatch & MDL – inspection on receipt of items at MDL stores.

4. INTEGRITY PACT (IP): Not Applicable.

5. EARNEST MONEY DEPOSIT (EMD): Not Applicable.

6. BID REJECTION CRITERIA:

6.1 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.

- i. Bid received after tender closing date and time.
- ii. Bids received other than through GeM-portal.

6.2 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.

7. PRE-QUALIFICATION CRITERIA:

7.1 Technical PQC: Firm must have previous experience in manufacture and supply of Sacrificial anodes as per the NCD 3906 to any organizations/establishments/firms. Firms need to submit Purchase Order copies and documentary proof of supply.

7.2 Commercial PQC:

i)	Bidders Company Profile.
ii)	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).

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 whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.
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.

8 VALIDITY PERIOD:

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

9 PRE -BID CONFERENCE: Not applicable.

10 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.

10.1 Technical bid shall contain following documents:

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

a) Additional Service Level Agreement Acceptance Format (Annexure-C)

b) 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

i. 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, ASLA & 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.

ii. Bidders should upload signed and stamped **acceptance of GST Terms and conditions**

iii. Bidder should scan and upload Acceptance on **Firm's letterhead** of: Validity of Offer.

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

v. To meet the qualification requirement at tender clause 7.1 & 7.2 Bidders should upload scanned Copies of supporting documents.

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

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

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

a. Micro Enterprises.

b.Small Enterprises.

c.ISO Accreditation.

ix. 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) Company Profile, Shop & Establishment

x. 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 ext

ension of tender closing date and time.

10.2 **(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 be 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.

11 PRICING & ESCALATION:

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

11.2 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.

11.3 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.

12 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.

13 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.

14 TERMS OF PAYMENT:

14.1 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/Warranty Certificate & PBG if applicable

3. **Following Document should be submitted along with material.**

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

14.2 **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).

14.3 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".

14.4 "Alternate MSME Bidder/Vendor payment through TReDS:

14.4.1 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 licenses 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.

14.4.2 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.

15 Performance Bank Guarantee cum Security Deposit : Not Applicable

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

17 TAXES & DUTIES:

17.1 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:

17.2 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. Whenever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.

17.3 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.

17.4 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.

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

17.6 Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure F**)

17.7 As per GST act, TDS will be deducted while making payment.

18 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.

19 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-s

Staff/Design Department

20 PARALLEL ORDER: Not Applicable.

21 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 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. lesser 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.

22 Land Border Clause

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

23 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.

24 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).

24.1 MDL 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.

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

24.3 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.

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

25 Delivery Location: MDL Anik chembur store, Mahul, Mumbai.

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 - L	Contact Details of Bidder

Annexure-C ADDITI

ONAL SERVICE LEVEL AGREEMENT (SLA) 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		24	
25			

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.

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from the 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).

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. 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 [attached categories](#), 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.

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 वह 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---
