

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-08-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: hrgore@mazdock.com
कुल मात्रा/Total Quantity	28
वस्तु श्रेणी /Item Category	Thermal Imaging Camera
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Thermal Imaging Camera Argus 4
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	thermal imager, Thermal Imaging Integrated Observation Equipment (TI - IOE) (Defence), Pre - Sensitized Printing Plates (V2), Surveillance Drone / Unmanned Aerial Vehicle (V2), Video Conferencing Camera / Web Camera (V2), Non Thermal Plasma Air Sterilizer, Camera for CCTV System (V3), Endoscopic Imaging System, Thermal Binding Machines , Bone Screw (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Thermal Imaging Integrated Observation Equipment (TI - IOE) (Defence) - thermal imager - Camera for CCTV System (V3)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में नू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	58

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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।/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.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

NA

Mazagon Dock Shipbuilders Limited,, Department of Defence Production, Ministry of Defence, Mumbai, (Hrshikesh Rajendra Gore)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs

having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Thermal Imaging Camera (28 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	*****	*****Mumbai	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			6	0	60
			8	61	240
			8	241	600
			6	601	960

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

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

4. 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.

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

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ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **PREAMBLE:**

Mazagon Dock Shipbuilders Limited (Buyer), invites e-offers in two bid system i.e., Part-I (Techno-Commercial Bid) and Part-II (Price Bid) from Indian bidders (Sellers) only on GeM portal for Supply of Thermal Imaging Camera (CNAL) for 21 Coastguard Ships i.e., Y-16101 of TS, Y-16401-16406 of NGOPV, Y-16501-16514 of FPV ships.

Tender line items are Inseparable & Non-Divisible.

2. **Description Scope of Supply: -**

- a. Supply of Thermal Imaging Camera (CNAL) for 21 Coastguard Ship i.e., Y-16101 of TS, Y-16401-16406 of NGOPV, Y-16501-16514 of FPV ships.
- b. Thermal Imaging Camera Model - ARGUS 4LITE/ TALISMAN ELITE LITE, B DS CAT/ P-Series No: -4210-P00 9358, Specification: -EG/4784/01/NB CD dt 05 MAY 08.

3. **PRE-QUALIFICATION CRITERIA:**

3.1 Technical Pre-Qualification/Work Experience Criteria:

Suppliers shall have prior experience in supply of the same items (with same DSCAT No. / Part No. / DCAN No.) either to the Indian Navy or the Indian Coast Guard. The supplier shall submit copies of Purchase Orders along with proof of supply such as Work Completion Certificate (WCC) or Inspection Report from a Third-Party Inspection Agency or Buyer-Certified Invoice or Buyer-Certified Delivery Challan.

3.2 Commercial Pre-Qualification Criteria:

(i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at Rs. 16,85,000/- as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

(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, in such case MDL Permanent Registration certificate to be attached.)

Note:

a) Applicability to 'Make in India': Bidders (manufacturer or principal of authorized representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

(i) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and

(ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.

(iii) the bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives:

Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:

- (i) their principal manufacturer meets all the criteria above without exemption, and
- (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
- (iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.

c) Joint Ventures: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

d) Holding Companies: Credentials of Holding Companies cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each subsidiary bidding company must comply with all the PQC criteria independently.

However, the Financial Standing Credentials of a holding, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company having shares 51% and more with appropriate legal documents proving such ownership. Cases where holding company is not fully (100%) owning the subsidiary bidding company, then holding company shall also provide a corporate guarantee on the subsidiary bidding company.

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

e) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

4. **TECHNICAL REQUIREMENT SHEETS:**

EQUIPMENT/ITEM:

Thermal Imaging Camera Model - ARGUS 4LITE/ TALISMAN ELITE LITE, B DS CAT/ P-Series No: -4210-P009358, Specification: -EG/4784/01/NB CD dt 05 MAY 08.

5. **DELIVERY SCHEDULE:**

LOT No.	DELIVERY SCHEDULE (MAIN EQIP)
LOT-1	PO Date + 2 Months

LOT-2	PO Date + 8 Months
LOT-3	PO Date + 20 Months
LOT-4	PO Date + 32 Months

All Delivery terms & conditions shall be as per GeM.

6. **PRICING:** - Price are firm and fixed till delivery of material to Mazagon Dock Shipbuilders Limited, Bond Store, Mumbai-400010. TEL. No.: 022-23763226.

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

8. **PAYMENT TERMS:**

- 8.1 For Goods: On receipt of Invoice, 100 % of Payment shall be made within 15 days from generation of Consignee Receipt & Acceptance Certificate (CRAC) of material, submission & confirmation of 5% PSBG and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.
- 8.2 Tax Invoices should be submitted to Commercial-CGP, MDL.

9. **LIQUIDATED DAMAGES (LD):**

LD clause shall be applicable as per GeM terms & conditions @ 0.5% per week for delay in delivery of material.

LD clause shall be applicable as per GEM terms & condition.

10. **EARNEST MONEY DEPOSIT(EMD):**

Rs. 3,00,000/-. EMD shall be submitted as per GEM Terms & condition. EMD exemption shall be as per GEM conditions. Bidders shall submit valid EMD/EMD Exemption Certificate at the time of bidding. In case valid exemption certificate is not submitted along with original bid, then bid will be rejected. In addition to that, EMD is exempted for following:

- a) Firms who permanently registered with MDL for material group- C031001 - CNAL ITEMS Thermal Imaging Camera would also qualify for EMD exemption. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- b) 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.

Note:

- (i) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- (ii) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security. The returned / refunded EMD would be interest free.

11. **PERFORMANCE SECURITY:**

Performance Security 5% of PO Value.

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty period plus two months (60 days) if applicable. In case any delay in delivery, vendor shall extend the validity of performance security suitably.

Note:

Bidders intends to submit Bank Guarantee towards Performance security/EMD, the Bank Guarantee should be

e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).

- i. **Mandatory Requirement:** - Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
- ii. **IFSC Code:** While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
- iii. **Authenticity of SFMS BG:** Bidder shall get SFMS BG issued from SFMS enabled Bank. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
- iv. **Stamp Paper/Frinking Receipt:** The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The nonjudicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- v. **Receipt of SFMS BG:** The Original SFMS BG in physical form, (along with SFMS delivery Report/Message copy which has been transmitted by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.
- vi. **Mandatory Requisite Information:** SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.
- vii. **Non-Acceptance of BG:** In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- viii. **Amendment in BG:** For any amendment of SFMS BG, message 767COV through SFMS should be used.

12. **GUARANTEE/WARRANTEE REQUIREMENT:**

The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of minimum twenty-four (24) months from the date of supply to MDL.

All other terms and conditions for warranty/Guarantee as per GeM.

13. **INSPECTION:**

13.1 Receipt Inspection: MDL inspection dept & CGPRT(Mbi) shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

13.2 Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection.

on. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

14. **REVERSE AUCTION (RA):**

- (i) MDL reserves the right to extend, reschedule, postpone, suspend/pause, resume and extend the Reverse Auction, or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- (ii) If the lowest price received during ERA is unreasonable or it is unacceptable on ground of being too high when compared with estimated price, MDL reserves the right to seek justification of the price from lowest bidder.
- (iii) If the price is not considered reasonable, MDL may not accept such bid and can go for another tender process. MDL reserves the right to cancel the tender cum RA process.

15. **ISSUANCE OF E-INVOICE BY VENDOR:**

- 15.1 Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 5 Crores as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro enterprises with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- 15.2 Whenever 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 Rule 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 onward has not exceeded Rs. 5 Cr as per GST Act".

16. **INDEMNIFICATION:**

The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

17. **Bid Rejection Criteria:**

- 17.1 **Categorical Bid Rejection Criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
 - a. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - b. Bids received without EMD (other than those who are exempted from payment of EMD).
- 17.2 **Liable for Rejection Criteria:**
 - a. Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.
 - b. Bid with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - c. Any deviation sought, which is not accepted to MDL.
 - d. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

18. **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

ve 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).

19. **PURCHASER'S PROPERTY:**

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

20. **OTHER TERMS & CONDITIONS:**

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

21. **CONSIGNEE:**

21.1 Material scheduled for delivery are to be delivered at Mazagon Dock Shipbuilders Limited, Bond Store, Mumbai.

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

21.3 Following document should be submitted along with material:

21.3.1 GeM PO copy & subsequent amendments issued to it, if any.

21.3.2 Inspection Release Note (IRN) issued by nominated inspection officer, if applicable.

21.3.3 Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report, if applicable.

21.3.4 Copy of Warranty Certificate, Preservation Certificate etc., if applicable.

21.3.5 Technical documentation, if applicable.

21.3.6 E-Way bill details are to be submitted during the delivery of the items.

21.4 Delay in submission of relevant documents as per tender requirement will delay CRAC process and delay the payment process, as payment timeline is 15 days from CRAC generation.

Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

22. **CONTACT DETAILS:** In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. Ashish Yadav M (SB-Design Engg)	022 2376 3040 /3025	akyadav@mazdock.com
	Mr. D. SATHIYAMURTHY AGM/HoS(D-ENGG)	022 2376 3041	dsathiyamurthy@mazdock.com
Commercial	Mr. Hrishikesh Gore SE (C-CGP)	022 2376 2764	hrgore@mazdock.com
	Mr. Dattatray S Chavan, DG M/HoS (C-CGP)	+91 22 2376 2782	dschavan@mazdock.com

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Note:

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

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CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH: **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023**

TYPE OF ACCOUNT : **CURRENT**

BANK ACCOUNT NO : **11079519138**

IFSC CODE : **SBIN0006070**

SWIFT CODE : **SBININBB101**

Annexure I

MANUFACTURER'S AUTHORIZATION FORM (MAF)

Dear Sir/Ma'am,

We, _____ confirm that we are/are not established manufacturer/ Original Equipment Manufacturer (OEM) of tendered items against the tender no. _____ having registered office at _____

Regards,

For (Authorized Signatory)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such

representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला 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।/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.

---धन्यवाद/Thank You---