



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4774377 Dated/दिनांक : 15-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-05-2024 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	06-05-2024 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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		
Item Category/मद केटेगरी Shackle Types Dynamometer 20 TON (Q3) , Dynamometer 55 TON (Q3)		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिंड से रिवर्स नीलामी सक्रिय किया	No	
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Shackle Types Dynamometer 20 TON	
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 preregistered 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	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	8756
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	7205

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

- (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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।
- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). 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:

GM(M)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Hare Ram Singh)

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

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.

4. 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. 5. 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Shackle Types Dynamometer 20 Ton	1
Schedule 2	Shackle Type Dynamometer 55 Ton	1

Shackle Types Dynamometer 20 TON (1 the number pi)

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

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

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	1	90

Shackle Type Dynamometer 55 TON (1 the number pi)

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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	1	90

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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Mazagondock Shipbuilders Limite Dockyard Road Mazagon Mumbai-400010 Maharashtra

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. 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.

5. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. 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.

7. Generic

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

8. Forms of EMD and PBG

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

Mazagon Dock Shiipbuilders Limited

Account No.

10005255246

IFSC Code

SBIN0009054

Bank Name

State Bank of India

Branch address

Mazagon Dock branch, Dockyard Road, Mumbai-400010

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

9. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

Item: Supply of Shackles Types Dynamometers

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- 1) **Pricing:** Prices are firm and fixed till delivery of material to MDL Stores.
- 2) <u>Delivery schedule</u>: Delivery date of items shall be as indicated in GeM Tender.
 - a) Loading and Unloading at yard will be under the scope of the supplier.
 - b) Part supply and part payment is applicable.
 - c) Vendor has to provide calibration certificate for dynamometer and test certificate of the sha ckle along with the supply.
 - d) Vendor has to provide the dynamometer in Robust sealed carrying case (Pelican or equivale nt)
 - e) Vendor has to demonstrate function, operation and maintenance of the product at MDL prem ises.
 - f) The Successful bidder(s) shall arrange to dispatch of goods by appropriate Rail / Road/Air / S ea mode as per the order to MDL stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyon d above time the same may be retained over night at your risk &cost.
 - g) calibration certificate for dynamometer & Test certificate of the shackle along with supply.

3) Bid Rejection criteria-

(A) Following bids shall be categorically rejected:

- (i) Bids received after tender closing date and time.
- (ii) Bids received other than through e-portal (in case of e-tender).
- (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holida y issued by MDL.
- (iv) Bids received without EMD (other than those who are exempted from payment of EMD).

(B) Following bids shall be liable for rejection:

- (i) Non-compliance/non-acceptance to any of the terms and conditions of the tender
- (ii) Any deviation in delivery period shall also falls under liable for rejection.

4) LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition @0.5% per week for delay in delivery of mater ial, However, this LD shall not be applicable in case the ordered items are delivered as per schedul ed delivery date.

Note: LD is applicable with maximum ceiling as per GeM terms and conditions.

5) Guarantee/warrantee Requirement: Warranty/Guarantee shall be applicable to all items. Firm has to give as minimum 3 years from date of acceptance of product by MDL.

Vendor has to provide warranty/guarantee certificate operation and maintenance manual of the product along with supply.

- (a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
 - (b) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to r ectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
 - (c) During the period of warranty / guarantee if any defect is noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cos

t to MDL. For such rectification/repair work, if the supplier needs to take the supplied item/equ ipment out of MDL (in full or part), the supplier shall submit a separate BG of equivalent amount of value of item being taken out, to cover the cost of item.

6) INSPECTION: It shall be as per Gem bid.

Vendor has to provide calibration certificate for dynamometer and test certificate of the sha ckle along with the supply.

calibration certificate for dynamometer & Test certificate of the shackle along with supply.

PRE-DISPATCH

- (I) Prior to supply of the dynamometer and shackles, pre-dispatch inspection of items s hall be carried out at the supplier's premises by the executive of MDL. Therefore, su pplier will have to intimate the date of visit at least one week in advance.
- (II) All the tools & tackles, material for test piece etc. required during testing of the item shall be arranged by supplier without any addition cost to MDL.
- (III) After successful testing of the item a test report jointly signed by representative of M DL & supplier will be prepared & to be handed over to the MDL executive. Subseque ntly, dispatch clearance will be given.
- (IV) Vendor has to demonstrate function, operation and maintenance of the product at M DL premises.
- (V) Vendor has to provide calibration certificate for dynamometer and test certificate of the shackle along with the supply.
- (VI) Vendor has to provide Warranty certificate, operation and maintenance manual of the product along with supply.
- (VII) Vendor has to provide the dynamometer in Robust sealed carrying case (Pelican or equivalent)

Other general conditions related to inspection of material are as under:

- (a) The decision of the Inspecting Authority or their representatives, as the case may be, on an y question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nomin ated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (c) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
- (d) Receipt Inspection: MDL (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 n documents submitted by suppliers. Any objection raised by MDL (Mbi) 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.
- (e) Rejection of the material: Any portion of the equipment found defective/rejected, the su pplier shall collect the same at his cost from the MDL Yard, all incidental charges being bor n by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimat ion to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the M DL& recover storage charges & any consequential damages, from sale proceeds of such disposal.

7) PAYMENT MODE:

- (i) The Vendor shall submit the bills/ invoices together with necessary documents as per t he terms of orders to Bill Receipt Centre at MDL Gate.
- (ii) Payments are processed against the documents as per purchase order along with copy of Purchase order and Revision to purchase order if any.

(iii) Issuance of e-Invoice by Vendor:

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 ti me, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Regis tration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credi t (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notific ation. 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 aggregat e turnover in any preceding financial year from 2017- 18 onwards has not exceeded IN R 5 crore as per GST Act".

8) **PAYMENT TERMS**: As per payment timelines mentioned in the GeM bid.

Part supply and part payment is applicable.

9) CONSIGNEE:

Item scheduled for delivery is to be delivered at MDL Mumbai Yard, Mumbai, 400010, M aharashtra.

Note:-In order to avoid inconvenience during the delivery of item, it is advisable for sup plier to depute their representative in their own interest to coordinate the activities between the transporter and MDL Mumbai.

- (i) Following document should be submitted along with item:
 - PO copy & subsequent amendments issued to it, if any.
 - Delivery Challans/packing list clearly indicating MDL Purchase Order
 - Copy of Warranty/Guarantee Certificate.
 - · Inspection release note by nominated inspection officer, if applicable
 - · Technical documentation, if applicable.
 - · Manufacturer's test certificate confirming the specifications as per tender.
 - · Way bill certificate as applicable duly acknowledged.
 - The Successful bidder(s) shall arrange to dispatch of goods by appropriate Rail / Road/Air / Sea mode as per the order to MDL stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyond above time the same may be retained over night at your risk &cos.
- (ii) Unloading of the equipment/ items are to be arranged by supplier.

In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

10) Following vendors shall be eligible for EMD exemption

- I. Vendors eligible under para (a) of EMD details.
- II. State & Central Government of India Departments & Public Sector Undertakings.
- III. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit v alid copy of the Registration Certificate issued by MDL, for the items for which the offer is b eing submitted. Firms in the process of obtaining MDL registration will not be considered fo r EMD exemption.
- IV. Micro and Small Enterprises who are manufacturer or Service Provider and give specific con firmation to this effect at the time of bid submission and whose credentials are validated o nline through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
- V. 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, firm

s should necessarily submit valid copy of the Registration Certificate along with the list of it ems / 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.

- VI. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- VII. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall sub mit 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 considered for EMD exemption.
- VIII. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid cop y of the Green channel certificate issued by MoD for the items for which the offer is being s ubmitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be consider ed for EMD exemption.
 - IX. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
 - X. The bidder seeking EMD exemption, must submit the valid supporting document with the bid.
 - XI. Under MSE category, only manufacturers for goods and Service Providers for Services are el igible for exemption from EMD. **Traders are excluded from the purview of this Policy.**
 - 11) <u>Indemnification</u>: The Bidder / Supplier / Contractor, his employees, licensees, agents or S ub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, in demnifies the Purchaser against direct damage and/or injury to the property and/or the pers on of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers oc curring 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 propert y, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.
 - 12) ALTERNATE MSME VENDOR ALTERNATE MSME VENDORPAYMENT THROUGH TREDS: PAY MENT THROUGH TREDS: PAYMENT THROUGH TREDS:
 - i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.
 - ii) MDL is registered on the "Invoicement" TReDS platform and M1xchange of M/s Mynd Solutions Pvt . Ltd.
 - iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if the y are already registered on a) "Invoicement" TReDS platform or by registering on it. Contact details a t "Invoicement" TReDS platform are as below: 022 6235 7373 and a new mail id

service@invoicemart.com. b) "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below: +919920455374 Ms Ashwathi Jayandran email id: ashwa thi.jayandran@m1xchange.com +91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com

- **13)** 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.
- **14)** <u>Contact details</u>: In case of any clarifications regarding specification, bidders are requeste d to contact the following person, before the closing date of the tender.

	Mr. S K Dhiman	022 2376 325	skdhiman@mazdock.co
	DGM (C-MP)	9	m
Commercial	Mr. Komal Yadav	022 2376 324	komalyadav@mazdock.c
	AM (C-MP)	9	om

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

ANNEXURE FOR Complaints / Grievance

(I) Complaints / Grievance: Any complaints / grievances relating to implementation of purchase preference under make in India policy of GOI Ref No. P-45021/2/2017-PP (BE-II) Dtd.16.09.2020 to encourage "Make in India" policy, this order shall be taken up by Public Grievance Cell of MDL hea ded by GM(F). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. Verification of Declared Local Contents hall be carried out by seeking additional info as deemed necessary and the bidders(including unsu ccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. The fee shall be deposited in MDL's Account by NEFT. However, if in the opinion of MDL matter ne eds to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry shall be borne by the complainant and paid by the complainant before referring the matter. The bank account details of MDL are as follows:

Beneficiary's Name: Mazagon Dock Shipbuilders Limited

Name of Bank : State Bank of India Branch Mazagon Br.

Branch Code 9054

Bank Address: Mazagon Branch, Mazagon, Mumbai - 400 010

Telephone No. of Bank 23752802
Account No 10005255246
Account Type Current Account IFSC Code SBIN0009054
RTGS Code SBIN0009054

NEFT Code SBIN0009054

13. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Mazagon Dock Shiipbuilders Limited

Account No. 10005255246 IFSC Code SBIN0009054 Bank Name State Bank of India Branch address

State Bank of India Mazagon Dock branch, Dockyard Road, Mumbai-400010

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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 <u>attached categories</u>, 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---