



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001451	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	A P Garkhedkar	क्रय अधिकारी/Purchase Exec.	A P Garkhedkar
सेवा में /To		दूरभाष सं./Telephone No	23763067
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	apgarkhedkar@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001451
फैक्स सं./Fax		निविदा तिथि/ Tender Date	13.04.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	04.05.2022
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2110001674

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	60,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		04.05.2022,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		05.09.2022
सुरक्षा जमा/Security Deposit		3.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		3.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें । सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें ।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- BRC FOR MAINTENANCE OF 350 & 100 KWP SOLAR POWER PLANTS INSTALLED AT VARIOUS ROOFTOP IN MDL

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनिकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
01100	Mtc of solar Power Plant-350 kWp-1st yr Service Description :Maintenance of solar Power Plant-350 kWp-1st Year. a) Cleaning of all pv modules twice a month for first year.	1 Activity unit	03.06.2024

निविदा सं./ Tender No:- 6000001451		निविदा तिथि/ Tender Date:- 13.04.2022		आरएफक्यू सं./RFQ No:- 2110001674	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details		मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date	
b) Preventive & corrective maintenance of complete Solar Power Plant and all system accessories twice a month for first year.					
The Line item 01100 covers the following services					
000000001 0	सेवा सं./Service Number :-		24 Activity unit		
संक्षिप्त वर्णन/Short Description :- Mtc of solar Power Plant-350 kWp-1st yr.					
01200	Mtc of solar Power Plant-350 kWp-2nd yr		1 Activity unit	03.06.2024	
Service Description :Maintenance of solar Power Plant-350 kWp-2nd year.					
a) Cleaning of all pv modules twice a month for 2nd Year.					
b) Preventive & corrective maintenance of complete Solar Power Plant and all system accessories twice a month for second year.					
The Line item 01200 covers the following services					
000000001 0	सेवा सं./Service Number :-		24 Activity unit		
संक्षिप्त वर्णन/Short Description :- Mtc of solar Power Plant-350 kWp-2nd yr					
01300	Mtc solar Power Plant-100 kWp-1st yr		1 Activity unit	03.06.2024	
Service Description :Maintenance of solar Power Plant-100 kWp-1st Year.					
a) Cleaning of all pv modules twice a month for 1st year.					
b) Preventive & corrective maintenance of complete Solar Power Plant and all system accessories twice a month for second year.					
The Line item 01300 covers the following services					
000000001 0	सेवा सं./Service Number :-		24 Activity unit		
संक्षिप्त वर्णन/Short Description :- Mtc of solar Power Plant-100 kWp-1st yr					
01400	Mtc of solar Power Plant-100 kWp-2nd yr		1 Activity unit	03.06.2024	
Service Description :Maintenance of solar Power Plant-100 kWp-2nd Year.					
a) Cleaning of all pv modules twice a month for 2nd year.					
b) Preventive & corrective maintenance of complete Solar Power Plant and all system accessories twice a month for second year					
The Line item 01400 covers the following services					
000000001 0	सेवा सं./Service Number :-		24 Activity unit		
संक्षिप्त वर्णन/Short Description :- Mtc of solar Power					

निविदा सं./ Tender No:- 6000001451		निविदा तिथि/ Tender Date:- 13.04.2022		आरएफक्यू सं./RFQ No:- 2110001674	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
Plant-100 kWp-2nd yr					
01500	SRTC of 25kw Inverter Service Description :Supply, replacement,installation, testing and commissioning of 25kW Inverter with inbuilt display as & When required with 2 Year OEM Warranty after commissioning (SMA) along with AC-DB, DC-DB & Grid Isolation switch -1 Nos.(Item to be supplied within 3 weeks from date of intimation from MDL). The Line item 01500 covers the following services	1 Activity unit	03.06.2024		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- SRTC of Inverter-350 kWp-SPP	1 Number			
01600	SRTC of solar Modules for 350 Kwp Service Description :Supply, replacement, installation testing and commissioning of Grade A Solar modules-250 Wp as & when required with 2 Year OEM Warranty after commissioning (Dimensions and bolting arrangement should match as per M/s Lubi make Modules). Item to be supplied within 3 weeks from date of intimation from MDL) The Line item 01600 covers the following services	1 Activity unit	03.06.2024		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- SRTC of solar Modules 250 Wp-350 kWp SPP	1 Number			
01700	Spares for 350 kWp SPP. Service Description :Unit Price of undermentioned spares & components to be quoted. (The supplied spares have to be replaced by the vendor and will have two-year warranty from date of supply.)(Item to be supplied within 3 weeks from date of intimation from MDL). a) MC4 Connectors b) DC Cable 1core x 4 Sq.mm c) Inverter PCB The Line item 01700 covers the following services	1 Activity unit	03.06.2024		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- MC4 CONNECTORS	1 Number			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- DC 1CX4 SQMM	1.00 Meter			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000003 0	CABLE सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- INVERTER PCB	1 Number	
01800	SRTC of solar Modules 300 Wp-100 kWp SPP Service Description :Supply, replacement, installation, testing and commissioning of Grade A Solar modules-300 Wp as & When required with 2 Year OEM Warranty after commissioning (Dimensions and bolting arrangement should match M/s waaree make Modules. (Item to be supplied within 3 weeks from date of intimation from MDL). The Line item 01800 covers the following services	1 Activity unit	03.06.2024
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- SRTC of solar Modules 300 Wp-100 kWp SPP	1 Number	
01900	Repair of Inverters-M/s SMA Make. Service Description :Repair of 25Kw M/s SMA Make Inverter with one year warranty as and when required. The Line item 01900 covers the following services	1 Activity unit	03.06.2024
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair of Inverters-M/s SMA Make.	1 Number	

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा हैं की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

Part-“A”

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on our e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

1. **Description of Work/Supplies/Services:** Bi-annual rate contract (BRC) for maintenance of 350 kWp & 100 kWp SOLAR POWER PLANTS installed at various rooftops in Mazagon Dock Shipbuilders Ltd. (MDL).
 - 1.1 The detailed scope of work is as per **Enclosure-1**
2. **Pre-Qualification Criteria:** Bidders should upload a scanned image of documents along with their offer for the following:
 - i) Bidders Company Profile and Shop & Establishment registration certificate.
 - ii) List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
 - iii) Bidders Audited Balance sheets and Profit & Loss A/c of the company for last 3 financial years ending **31st March 2019, 2020 and 2021**. The average minimum turn over for 3 years should be at least **Rs. 4.5 Lakh**.
 - iv) Bidder should have experience of having successfully completed similar type of works during last 7 years ending **31st Mar 2022** as stated below:
 - a) Three similar completed works each costing not less than **Rs. 12 Lakh**.
OR
 - b) Two similar completed works each costing not less than **Rs. 15 Lakh**.
OR
 - c) One similar completed work costing not less than **Rs. 24 Lakh**.
OR
 - d) Similar completed work within a continuous span of 12 months of Cumulative value not less than **Rs. 7.5 lakhs**.

Note: Similar completed works referred above means Maintenance of similar type of Solar Power Plant.

- v) Bidders have to submit scanned copies of supporting documents as per clause No. 7 of Scope of Work at Enclosure – 1

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) Bidders need to Upload supporting documentary evidence in support of the Pre-Qualification Criteria Viz. **Work Order, Work Completion Certificate** issued by the party for whom the work is done. MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary.

3. Earnest Money Deposit (EMD)

- 3.1 Bidders shall furnish EMD of **Rs. 60,000/-** (Rupees Sixty Thousand only) against this tender.
- 3.2 The EMD can be remitted directly to MDL Bank Account as per details given in Annexure-“A” of this tender. **Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same.**

- 3.3** EMD can also be submitted in the form of Bank Guarantee in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL Website. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized / Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.
- 3.4** Bidders are requested to upload the scanned image of EMD i.e. Annexure-A/Bank Guarantee online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank. And forward the original of the scanned copy of EMD enclosed in a envelope addressed to **HOD (Outsourcing), 6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai – 400 010**, super scribing Tender No & Tender date by Speed Post / Registered Post / Courier Service/Hand Delivery to reach the office of HOD (Outsourcing) **within seven days** from the Tender closing date.
- 3.5** Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.
- 3.6** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank.
- 3.7** **“For making online payment please follow the following steps:**
- Go to www.mazdock.com
 - Click on Online payment tab available on home page
 - 4 options viz. Career, Tender, Security, Scrap / Disposal will be available.
 - Click on the respective tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/UPI etc. after filling the required details.
- PS: Till the new online payment System is fully established, the receipts through the conventional method of NEFT/RTGS etc may be accepted in case the remitter has any genuine difficulty with respect to online payment
- 3.8 Exemption from Submission of EMD**
Following bidders shall be exempt from submission of EMD:

a)	State & Central Government of India departments, Public Sector Undertakings.
b)	Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (i.e EMD is exempted for the vendor who are permanently registered under material /service group B003012 only) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
c)	Firms registered with NSIC under its “Single Point Registration Scheme”. To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items/services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
d)	All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status. Firms registered with Micro & Small Enterprises under its “Single Point Registration Scheme”.
e)	Common/Deemed DPSU registered 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 registration in other DPSUs will not be considered for EMD Exemption
f)	Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green Channel Certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/Bid. Firms in process of obtaining this certificate will not be considered

	for EMD exemption.
--	--------------------

4. **Validity Period:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date.

5. **ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:** Offer must be submitted in two parts, Part – I (Techno-Commercial Bid) & Part – II (Price Bid) on the MDL's e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**

5.1 Techno-Commercial Bid (Part-I): This part should contain the following:

Note: General Terms & Conditions (GT&C) as per Enclosure 13 and Standard Terms & Conditions (STACS) as per Enclosure 12 are integral part of this Tender.

i)	Online Acceptance on clauses of Tender Enquiry, (TEF) General Terms & Conditions (GT&C) , Standard Terms & Conditions (STACS) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
ii)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
iii)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
iv)	Scanned image of Valid GST Registration Certificate.
v)	Price Rate sheet BLANKING the PRICES but clearly indicating ' QUOTED / UNQUOTED ', also indicating the % of actual taxes/ duties applicable with SAC code, in the prescribed format available on MDL's e-Procurement website https://eprocuremdl.nic.in
vi)	Bidders / Vendors should upload scanned documents as per Para 2 in Part-A of the tender.
vii)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
viii)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at Enclosure-4.
ix)	Scanned image of duly filled RTGS/NEFT as per Enclosure-3.
x)	Scanned image of PPP MII order 2017 declaration certificate as per Enclosure 8
xi)	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure 9
xii)	Submission of Unique GeM Seller ID

Note:

i) MDL has the right to verify / cross verification of authenticity of the scanned documents with respect to originals submitted against this tender.

ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is

also requested **not to submit unnecessary documents not asked for**, like signed & stamped copy of this Tender document, etc.

iii) The bidder is required to compulsorily select “ACCEPTED” or “DEVIATION” from the drop-down field choices available against the relevant Para no. / Clause no. of TEF/STACS/GT&C (as applicable). In case “DEVIATION” is selected against a particular Para no. / Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder online by selecting “QUOTED” or “NOT QUOTED” from the drop-down field choices available, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

5.2 Price Bid(Part-II): In this part, bidders are requested to fill the PRICES for each of the listed items/services strictly in the prescribed format/ Rate sheet provided in e-Procurement Portal. **Offer in any other form shall not be considered.**

5.3 Opening of Techno-Commercial Bid (Part-I): Techno-Commercial bid (Part-I) will be opened online on the tender closing date or extended tender closing date or next working day if closing date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL E-Portal website with their Class IIIB Digital Signature Certificate (DSC) or higher version. Bidders may be called for attending TNC meeting at MDL if MDL desires so.

5.4 Opening of Price Bid (Part-II): After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidders, with the date & time of opening declared in such intimation. Such intimation may be given at a short notice by Fax, E-mail or even by telephone. The participant bidders can also witness the opening of the bids online from their location by logging on to the portal with their Class-IIIB Digital Signature Certificate (DSC).

6. Bid Rejection Criteria.

a. Following bids shall be categorically rejected:

i)	The Bids received after tender closing date and time.
ii)	Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender
iii)	Bidders who are debarred under PPP MII order 2017, MDL's e- Procurement website https://eprocuremdl.nic.in. , CPPP including tender holiday issued by MDL as on tender due date & time.
iv)	In case of e-tenders, if the dates of remittance of EMD amount/issue of EMD BG is later than the tender Closing date.

b. Following bid rejection criteria may render the bids Liable for Rejection.

i)	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on intimation of deficiency in the bid.
ii)	Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
iii)	Bids with technical requirements and or terms not acceptable to MDL.
iv)	Bids received without scanned copies of pre-qualification documents wherever required as per the tender.
v)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on the MDL's e- Procurement website

	https://eprocuremdl.nic.in .
vi)	Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
vii)	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
viii)	Bidders not submitting documents as per clause 5.
ix)	Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
x)	Bidders not submitting the declaration certificate for Local Content & Location of value addition
xi)	Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate.
xii)	Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.
xiii)	Bidders selecting both policies for purchase preference (Clause 29) in the declaration certificate at Enclosure 8
xiv)	Non-submission of Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure 9
xv)	Non submission of unique GeM Seller ID by bidder within reasonable time post opening of tender but before price bid opening

7. **Bid Evaluation Criteria:** Lowest bidder (L1 Bidder) will be determined on the basis of total quoted value (excluding taxes) of entire line items of price bid rate sheet considering 100% total rates of services (part [A] of rate sheet at enclosure 2) and 25% of spares parts (part [B] of rate sheet at enclosure 2). L1 bidder will be considered for further processing for placement of order.

Ranking of bids will be done offline after loading the bids as applicable as per loading parameters given in tender.

Taxes are excluded for the further purpose of ranking the bids. However, there may arise a situation where overall quoted value inclusive of taxes of the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes and after including taxes. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, then the next lowest ranked bidder will be given the opportunity in the order of ranking (L2, L3, L4 so On) so that procurement is competitive.

Note:- In case of any discrepancies observed in Grand total in the price bid, evaluation will be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate Sheets.

8. **Contract Period:** The Contract will be for a period of Two Years and Biennial contract may be extended for a further period of three months on mutual consent on the same terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.
9. **Mobilization:** The successful bidders shall mobilize the required Manpower / Tools / Materials **within 10 working days** from the placement of Purchase Order.
10. **Pricing:** The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs such as labour, transportation, incidental expenses etc. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure of the order/contract.

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

11. Price Escalation: Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.

12. TAXES & DUTIES:

- I.** GST as per GST Laws shall be payable extra as quoted and agreed.
- II.** In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- III.** Bidder should upload invoice on GST portal in the month of sale against MDL GSTIN 27AAACM8029J1ZA
- IV.** Bidder invoice number should be 16 character or less and invoice number exactly as printed on the invoice should be uploaded on the GST portal.
- V.** 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 is given in technical bid.
- VI.** 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.
- VII.** 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 shortcoming 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.
- VIII.** 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.
- IX.** 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).
- X.** If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor,

MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

XI. 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 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.

13. TERMS OF PAYMENT:

- a. 100 % for services and 97% for spare will be made through RTGS/NEFT between 15 and 20 days for actual quantities of work executed and on submission of set of Original + 2 copies of ink signed monthly Tax Invoice to be submitted to Invoice Receiving Section along with work completion certificate, Log Sheets etc. duly certified by executive of SB-MTC of MDL not below the rank of Chief Manager. The bills shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- b. Work Completion certificate, Log Sheets/Service Report etc. shall be duly certified by executive of SB-MTC of MDL not below the rank of Chief Manager.
- c. Work completion certificate should confirm that the work is completed in time or In case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- d. Balance 3% will be paid on completion of Guarantee period of 12 months for repaired spares parts and 24 months for replaced spares parts for the completed work based on satisfactory completion report by WCC certifying authority of MDL OR on submission of PBG.
- e. 3% retained payment of billed work against invoice can be released on submission of PBG of equivalent value and validity covering the guarantee/warranty period of certified work in respective invoice.
- f. Invoices shall be raised based on actual number of Personnel deployed during the month as per the contract term only. For any absence during the month other than weekly offs or any partial deployment, pro-rata reduction shall be made considering the effective working days in the month as 30/31.
- g. In case of delay, the duration along with number of delayed days, shall be specified in the WCC to invoke LD clause and to effect recoveries from contractor's invoice.
- h. No advance will be paid in any manner against the Contract.
- 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 financiers based on Buyer's credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

i. "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
[022 6235 7373](tel:02262357373) and a new mail id service@invoicemart.com.

ii. "M1xchange"

TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 MsAshwathi Jayandran **email id**
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Prinyaka Shah email id prinyaka.shah@m1xchange.com

14. SITE VISIT FOR QUOTING: Prior to submission of your quotation, bidders are requested to visit the site and if any clarification is required bidders may contact **Mr. S.D. Bhendarkar, DGM (SB-Mtc) on Telephone No 2376 3116** and submit duly filled Vendor declaration as per format at **Enclosure –3** along with the offer.

15. Modifications to the Bids: 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 e-portal only and the last changed bid will be considered for ranking of the bids.

16. SECURITY DEPOSIT (SD): SECURITY DEPOSIT (SD): The successful bidder (Contractor) shall submit the Security Deposit @ 3 % of the **value of order** (excluding Taxes) within 25 days from the date of Order/Contract.
Security deposit on reducing balance can be accepted on completion of services. Reducing balance bank guarantee towards security deposit is to be submitted by successful bidder where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.

16.1 Submission of SD is exempted for Indian PSUs. In lieu, Indemnity Bond in favour of MDL is required to be submitted (Format of the same would be forwarded with the Order).

16.2 Please note that MDL does not extend any concession such as exemption in payment of Security Deposit to any organization (Except PSU) irrespective of their status, like registered with MDL, NSIC, SSI, MSE, etc.

16.3 No interest will be paid on Security Deposit. The security deposit will be returned only after successful execution of the order and shall be interest free.

16.4 Mode of SD: Security Deposit to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of MAZAGON DOCKSHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. In case of SD-BG, the same shall be valid for one year from the start date of contract plus three months claim period. Bidders to advise their bank/banker to send SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

16.5 SD through NEFT- remittance through Bank: In case of online remittance of SD amount, scanned image of Annexure-VI, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

16.6 Any delay in submission of SD shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the SD amount for the delayed period. Additionally, in case of failure to submit SD within twenty five (25) days from the date of order placement, the EMD submitted by the Contractor will be encashed and the Order would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order. In case of failure to submit revised-rolling