



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4640757
Dated/दिनांक : 20-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-03-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-03-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (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	4
Item Category/मद केटेगरी	AWNING STANCHION MATERIALS (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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

Payment Timelines	Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	75000

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).	23

(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 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।

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

Beneficiary/लाभार्थी :

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. 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.

AWNING STANCHION MATERIALS (4 set)

(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](#)

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%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में)		
			Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए
1	*****	*****MUMBAI			
			1	0	59
			1	60	119
			1	120	179
			1	180	239

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

2. Generic

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

3. 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.

4. Scope of Supply

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

5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

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

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

-

ITEM: AWNING STANCHION MATERIALS FOR Y-12651 to 12654 OF P17A

1. PRICING: - Price are firm and fixed till delivery of material to MDL Stores.

2. PRE-QUALIFICATION CRITERIA:

(a) **Technical Pre-Qualification/Work Experience Criteria:**

Bidder shall have past experience in supply of similar type of items in any engineering industries. Bidder should submit PO copies along with its proof of completion for technical qualification.

(b) **Commercial Prequalification:** -

Bidder's average turnover during last 03 financial years (FY 2020-21, 2021-22 & 2022-23) should be at least **11,25,000.00/- (Rupee Eleven Lakhs Twenty-Five Thousand only)**. For assessing the same Audited / Certified Balance sheet, Profit / Loss account for the corresponding 03 years' period to be submitted.

Note:- Exemption to MSE & start up firm is only applicable for commercial prequalification criteria.

3. TECHNICAL REQUIREMENT SHEETS/DRAWINGS/DRAFT QAP:

(a) **EQUIPMENT/ITEM:** Procurement of Awning Stanchion Materials for 04 ship of MDL P17A (Y-12651 to Y-12654) etc.

4. EARNEST MONEY DEPOSIT(EMD):

EMD shall be submitted as per GEM Terms & condition. EMD exemption is as per GEM conditions. In addition to that, EMD is exempted for following:

- a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of their 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 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 the process of obtaining this certificate will not be considered for EMD exemption.

5. DELIVERY SCHEDULE:

- a) Delivery Date After QAP Approval Shall Be as Follows:
 - i. For Y-12651 - 45 Days from QAP Approval
 - ii. For Y-12652 - 105 Days from QAP Approval
 - iii. For Y-12653 - 165 Days from QAP Approval
 - iv. For Y-12654 - 225 Days from QAP Approval

- b) Part Delivery: Part Supply shall be accepted/made in maximum of 3 lots for each line item. And the entire order can have a maximum of 10 lots.

6. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in delivery of material subject to a maximum 10% of the delayed portion of the order. In addition to that following LD clause shall also be applicable.

7. GUARANTEE/WARRANTEE REQUIREMENT:

Warranty should be as per tender requirement and in accordance to technical specification Goods supplied shall be guaranteed against defects in design, material and workmanship, which may appear under proper use, for a period of 12 months from the date of supply of materials at MDL stores.

- 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 rectify 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 cost to MDL. For such rectification/repair work, if the supplier needs to take the supplied item/equipment 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.

8. INSPECTION:

It shall be Technical Specification. 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 any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder / Supplier / Contractor.
- b) The TPI-agency (Third Party Inspection agency) charges shall be directly paid by MDL to MDL nominated TPI agency to Indian Bidders. These charges shall not be included in the bidder's quote as MDL has separate contract with the nominated TPI agency.
- c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- d) 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.
- e) Receipt Inspection: MDL with Warship Overseeing Team (WOT) 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.
- f) 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 duties payable), within 30 days from the date of intimation 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 MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

9. INDEMNIFICATION:

The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site

the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to 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, license 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.

10. 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.

11. ISSUANCE OF E-INVOICE BY VENDOR:

- i. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 10 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 with Udyam Registration No. (URN) as their turnover is less than Rs. 5Cr.
- ii. 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. 10 Cr as per GST Act".

12. OTHER TERMS & CONDITIONS:

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

ii. **Consignee:**

- (a) Material scheduled for delivery are to be delivered at MDL stores.

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.

- (b) Following document should be submitted along with material:

- PO copy & subsequent amendments issued to it, if any.
- Inspection Release Note (IRN) issued by nominated inspection officer.
- Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List relating the items in the inspection report.
- Copy of Warranty Certificate, Preservation Certificate etc.
- Technical documentation, if applicable.
- E-Way bill details are to be submitted during the delivery of the items.
- Any other documents required as per technical specifications/drawings/QAP/technical requirements.

Delay in submission of relevant documents as per tender requirement will delay CRAC process and hence the payment process, as payment timeline is 20 days from CRAC generation.

- (c) 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 approximate dimensions and weight of consignments for arranging fork lift/crane for unloading.

13. 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. Pravin Kuware CM (P-P17A)	022 2376 3247	pkuware@mazdock.com
	Mr. Alice Kurian AGM/PE (P-P17A)	022 2376 3346	abkurian@mazdock.com

Commercial	Mr. Satish Chandra CM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Rahul B Dhoble M (C-P17A)	022 2376 2737	rbdhoble@mazdock.com

Note:

- a) Bidder not complying with the tender terms will fall under liable for rejection.
- b) Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब 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---