

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-07-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-07-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	aghosh@mazdock.com
कुल मात्रा/Total Quantity	1676
वस्तु श्रेणी /Item Category	EMERGENCY LIFE SUPPORT APPARATUS Y-16101 , Compressed Air Breathing Apparatus CABA-BASCCA Y-16501 , EMERGENCY LIFE SUPPORT APPARATUS Y-16401 , Compressed Air Breathing Apparatus CABA-BASCCA Y-16505 , EMERGENCY LIFE SUPPORT APPARATUS Y-16403 , Compressed Air Breathing Apparatus CABA-BASCCA Y-16509 , EMERGENCY LIFE SUPPORT APPARATUS Y-16405 , Compressed Air Breathing Apparatus CABA-BASCCA Y-16513
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	EMERGENCY LIFE SUPPORT APPARATUS, Compressed Air Breathing Apparatus

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	<p>Searched String: EMERGENCY LIFE SUPPORT APPARATUS</p> <p>Advanced Cardiovascular Life Support (ACLS) Simulators, Manikin for Basic Life Support Training, Locking Compression Plates (V2), Customised Ambulance with Equipment, Emergency Recovery Trolley (V2)</p> <p>Searched String: Compressed Air Breathing Apparatus</p> <p>Breathing Apparatus with compressed Air Cylinder (Diving Instruments or Accessories), Compressed Airline Breathing Half Mask Respirator (NPCIL), Breathing Air Cylinder Fill Containment Cabinet, High Pressure Breathing Air Compressor Motor Driven as per IS 15879, Fire Breathing Apparatus SCBA as per IS 10245 (Part 2), Fire Breathing Apparatus with Trolley (SCBA) as per IS 10245 (Part 3), rescue air bag, Pneumatic Barrel Pump</p>
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Breathing Apparatus with compressed Air Cylinder (Diving Instruments or Accessories)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	<p>Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC)</p> <p>*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</p>
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid

बिड विवरण/Bid Details	
प्राथमिक उत्पाद श्रेणी/Primary product category	EMERGENCY LIFE SUPPORT APPARATUS Y-16101
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	700000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	61

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

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

लाभार्थी /Beneficiary :

NA

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

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier

as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BLANK RATE SHEET - [1781245184.xlsx](#)

EMERGENCY LIFE SUPPORT APPARATUS Y-16101

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	385	60

Compressed Air Breathing Apparatus CABA-BASCCA Y-16501

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	31	60

EMERGENCY LIFE SUPPORT APPARATUS Y-16401

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	410	330

Compressed Air Breathing Apparatus CABA-BASCCA Y-16505

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	36	330

EMERGENCY LIFE SUPPORT APPARATUS Y-16403

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	410	690

Compressed Air Breathing Apparatus CABA-BASCCA Y-16509

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	36	690

EMERGENCY LIFE SUPPORT APPARATUS Y-16405

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	340	1050

Compressed Air Breathing Apparatus CABA-BASCCA Y-16513

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	28	1050

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

1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

2. **Generic**

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

3. **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.

4. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. **Inspection**

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

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:
MDL & CGRPT

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e submitted along with original bid and which have not undergone change since then.

1. **DESCRIPTION & SCOPE OF SUPPLY / WORK**

MAIN EQUIPMENT/ITEM/SYSTEM: Supply of **compressed air breathing apparatus (CABA)/ BASCCA and emergency life support apparatus (ELSA)** for 01 TS (Y 16101), 06 NGOPV (Y 16401-16406) and 14 FPVs (Y 16501-16514) for ICGP Ships.

Note:

a) Bidders shall quote for all line items in the tender, failing which offer of the firm falls under rejection criteria.

2. **EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:** Bidders shall furnish EMD of Rs. 7,00,000/- only (Rupees Seven Lakhs only) through NEFT / Demand Draft / Pay order / Insurance Security Bond / e-Bank Guarantee/ Structural Financial Messaging System Bank Guarantee (SFM S BG)/ Fixed Deposit Receipt drawn in favour of Mazagon Dock Shipbuilders Limited. Offers with non-submission of EMD shall be categorically rejected other than exempted category. Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption.

In addition to exemption list mentioned in GEM GTAC, EMD is exempted for following cases also:

- (i) State & Central Government of India Departments & Public Sector Undertakings.
- (ii) Firms registered with MDL. 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 is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- (iii) Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
- (iv) 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, 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.
- (v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- (vi) The recognised institutes such as VJTI/IIT.
- (vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit 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 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.

Mode of EMD transaction: In case of Indigenous bidders, EMD shall be obtained by way of NEFT / Demand Draft / Pay order / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. Treasury section will obtain the list from SBI and post it on intranet. Bidders should be encouraged to advise their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (Commercial-NP)/ Dealing Executive within seven days of the tender closing date.

Address of Dealing commercial executive:
Arindam Ghosh Deputy Manager -Commercial P15B and CGP
Mazagon Dock Shipbuilders Limited (Ministry of Defence Undertaking) Dockyard Road,

Mazagon, Mumbai- 400010
Phone - 022 23762773
Fax : (+91)22 2378 2302

Refund of EMD: Refund of EMD in all the cases shall be without interest as stated below:

(i) EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining bidders after placement of order on the successful bidder within 30 days from the date of order placement except bidder who will be L1.

(ii) In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.

(iii) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.

(iv) If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded without linking of the same to the Price Bid Opening but after the approval from CFA.

Forfeiture of EMD: EMD shall be forfeited in the following cases:

(i) Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.

(ii) Non-acceptance of order.

If bidder submits bank guarantee, then it should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).

Whenever the bidder submits SFMS BG, the bidder will mandatorily submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

While submitting the SFMS BG IFSC: ICIC0000393 shall be used.

Bidder shall get SFMS BG issued from SFMS enabled bank as allowed by MDL in tender conditions. Bank shall issue the bank guarantee through SFMS system and send SFMS message to MDL's bank confirming the authenticity of bank guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

The SFMS BG will have to be given on non-judicial stamp paper with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

The original SFMS BG in physical form, (along with SFMS delivery report/message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. MDL Bank) should reach to MDL designated office on or before due date.

SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS as provided by RBI while capturing all requisite fields including beneficiary account name, bank name, bank account number, IFSC code etc.

In case of any error by the bidder/contractor or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS bank guarantee.

For any amendment of SFMS BG, message 767COV through SFMS should be used.

3. PRE-QUALIFICATION CRITERIA:

(a) Technical Qualification/Work Experience Criteria for Goods:

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

(b) COMMERCIAL QUALIFICATION CRITERIA FOR GOODS:

The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 36,00,000/- as per the annual report (audited balance sheet as applicable and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note:

- a) **Applicability to 'Make in India':** Bidders (manufacturer or principal of authorised representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
- (i) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and
 - (ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.
 - (iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) **Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
- (i) their principal manufacturer meets all the criteria above without exemption, and
 - (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
 - (iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.
- c) **Joint Ventures:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
- d) **Holding Companies:** Credentials of Holding Companies cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each subsidiary bidding company must comply with all the PQC criteria independently.
- However, the Financial Standing Credentials of a holding, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company having shares 51% and more with appropriate legal documents proving such ownership. Cases where holding company is not fully (100%) owning the subsidiary bidding company, then holding company shall also provide a corporate guarantee on the subsidiary bidding company.
- e) It is clarified that the work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works.
- f) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

4. **SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:
- (a) **Part I (Techno Commercial Bid):** The bidder shall ensure that following are essentially submitted in the Part-I bid as applicable:
- (i) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
 - (ii) Compliance Certificate w.r.t. Land Border Clause
 - (iii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
 - (iv) Bank details for payment by RTGS/NEFT in the format enclosed.
 - (v) Bidder contact details as per attached annexure "Contact Details of the bidder."

Note: In any case, prices are not to be mentioned in Part-I bid.

- (b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the GeM portal.

5. **BID REJECTION CRITERIA:**

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and there fore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
- (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 holiday issued by MDL.
 - (iv) Bids received without EMD (other than those who are exempted from payment of EMD).
- (b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;
- (i) Clause mentioned under loading criteria or terms not acceptable to firm.

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.

6. **PERFORMANCE SECURITY (PS):**

- (a) Separate Performance Security for an amount equal to 5% of order value (**including taxes, duties**) payable in Indian Rupees shall be submitted.
- (b) **Performance Security is to be furnished within 15 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.**
- (c) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond / e-Bank Guarantee/ Fixed Deposit Receipt/SFMS in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

Key regulatory provisions under Insurance Surety Guidelines which are noteworthy are given below:

- a. Available for only Indian Projects: Surety Bonds cannot be issued if the underlying asset/ commitment is outside India. Further, the payment for risk covered under the Surety Bonds shall be made in Indian Rupees. Hence, Surety Bonds can be issued for domestic projects only, and not for Indian project contractors' engaging in infrastructure projects outside India.
- b. Applicability: The insurer (Insurance Company) should be an Indian Insurance Company as defined in Section 2(7A) of the Insurance Act, 1938 and the insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.
- c. Formats for Insurance Surety Bonds: The indicative formats for ISBs described at above are collectively placed at Enclosure.
- (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

§ Go to www.mazagondock.in

§ Click on Online payment tab available on home page.

§ 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.

§ Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.

- (e) 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. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
- (f) **In cases where the supplier / contractor didn't submit the PS and already commenced supply / services, dealing commercial executives shall advise Finance department for withholding the PS from his bills if any.**
- (g) PSBG shall be valid for validity period of PSBG plus 60 days for settlement of claim.
- (h) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (i) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
- (j) In case of failure to submit performance security deposit by the supplier within 15 days of transmission / notification of order by any mode, **incident will be raised in GeM** and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (k) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

If bidder submits bank guarantee, then it should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).

Whenever the bidder submits SFMS BG, the bidder will mandatorily submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

While submitting the SFMS BG IFSC: ICIC0000393 shall be used.

Bidder shall get SFMS BG issued from SFMS enabled bank as allowed by MDL in tender conditions. Bank shall issue the bank guarantee through SFMS system and send SFMS message to MDL's bank confirming the authenticity of bank guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

The SFMS BG will have to be given on non-judicial stamp paper with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

The original SFMS BG in physical form, (along with SFMS delivery report/message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. MDL Bank) should reach to MDL designated office on or before due date.

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In case of any error by the bidder/contractor or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS bank guarantee.

For any amendment of SFMS BG, message 767COV through SFMS should be used.

1. **WARRANTY/GUARANTEE:**

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of Twenty-Four (24) months from the date of delivery of equipment to MDL.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) 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.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

8. **PRICING:**

- (a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including charges towards transportation, insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Address
Compressed air breathing apparatus (CABA)/ BAS CCA and emergency life support apparatus (ELSA)	Anik Chembur store, MDL, Mumbai

- (b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- (c) **Price Variation Clause: (For Goods & Services):** Not Applicable

9. **TAXES & DUTIES:**

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) **Custom Duty** will not be reimbursed to the vendor.

10. **PAYMENT TERMS:**

- (a) Advance payment is not applicable for this tender
- (b) On receipt of Invoice, 100 % of Payment shall be made within **15 days** from generation of Consignee Report and acceptance certificate (CRAC) of material and submission and confirmation of PSBG and as reduced by any deductibles and /or the amount leviable towards liquidated damages, if any plus 100 % taxes, duties etc. as applicable.
- (c) Payment of the balance of the value of the supplies/services may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PSof equivalent amount valid up to warranty period plus 60 days' claim period.

11. **PAYMENT MODE & REQUISITE DOCUMENTS FOR PAYMENT:**

- (a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- (b) **Documents for Payments for Indian Bidders (Goods):**
 - (i) Supplier's invoice.
 - (ii) Confirmation of receipt and verification of Bank Guarantee for Performance security as the case may be.
 - (iii) Guarantee/Warranty Certificate
 - (iv) Inspection release note (If applicable)
 - (v) Actual local content declaration.

Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

(c) **Alternate MSME vendor 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 financiers based on Buyer's credit profile.
- ii) MDL is registered on the "Invoicemart" 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 they are already registered on
 - a) "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" 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:
+91 9920455374 Ms Ashwathi Jayandran email id: ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com

- (d) **E Invoice:** 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 GST Act,2017 and as amended time to time and we are not required to comply with e-Invoicing provisions under GST Act,2017, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded the limit as per GST Act,2017"

12. **EXCHANGE RATE VARIATION (ERV): Not applicable**

13. **MODE OF DISPATCH:** Road/Rail/Air/Sea.

14. **CONSIGNEE:**

- (a) Material scheduled for delivery are to be delivered at MDL (Anik store located in Mumbai), address is mentioned below:

Anik Chembur Store,
Mazagon Dock Shipbuilders Ltd.,
Ambapada, Mahul, Chembur,
Mumbai - 400074

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.
 - Delivery Challans clearly indicating MDL Purchase Order No and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc.
 - Technical documentation, if applicable.
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (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 approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

15. **INSPECTION & TESTING:**

- (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) **Pre-Dispatch inspection: Not applicable**
- (c) The testing charges for samples (if applicable) should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.
- (d) **Receipt Inspection: MDL and CGRPT** shall jointly carry out necessary inspection of the items **in the presence of OEM (if required)** on receipt in the MDL premises on the basis of appropriate I

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. Please refer SOTR for details.

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

16. **INTEGRITY PACT (IP):** The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of Integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' duly filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidder, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection.

The original IP to be submitted or couriered to MDL within 15 days after tender closing date. Address:

Commercial - CGP,
Mazagon Dock Shipbuilders Ltd,
Dockyard Road,
Mumbai-400010.

- (i) INDEPENDENT EXTERNAL MONITORS (IEM):

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by MDL, in terms of Integrity Pact (IP) which forms part of MDL Tenders / Contracts.

- i) Shri M.N.Krishnamurthy, IPS (Retd.) Email ID: krishnamurthymn19@gmail.com
ii) Shri Deepak Kashyap, IRTS (Retd) Email id : deepakkashyapnd02@gmail.com

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same directly with the IEMs on the panel viz Shri M.N.Krishnamurthy, IPS(Retd.) Email ID: krishnamurthymn19@gmail.com; Shri Deepak Kashyap, IRTS (Retd) Email ID : deepakkashyapnd02@gmail.com.

17. **PROGRESS MONITORING & REVIEW MECHANISM:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

18. **PUBLIC GRIEVANCE CELL:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23763512(MDL).

19. **NON-DISCLOSURE AGREEMENT: Not Applicable**

20. **BREACH OF OBLIGATION:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;
- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

21. **RIGHT TO REJECT ANY OR ALL BIDS:**

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

22. **CANCELLATION OF PROCUREMENT PROCESS/ REJECTION OF ALL BIDS/RE-TENDER:** If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:
- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
 - b) The qualification criteria were not unduly restrictive; and
 - c) Prices are reasonable in comparison to market values

The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.

23. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) shall be submitted/uploaded along with Part I bid.

24. **CARTEL FORMATION/POOL RATES:**

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such

h as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenders indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

25. **Limitation of Liability**

- (a) **Cap on Liability:** The total liability of the Vendor/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed **100% of the total contract value**.
- (b) **Exclusion of Certain Damages:** To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of Profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out of or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.
- (c) **Exclusions from Cap on Liability:** The cap on liability shall not apply to:
- i. Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
 - ii. Breach of confidentiality obligations or infringement of intellectual property rights.
 - iii. Indemnity obligations for third-party claims.
 - iv. Non-compliance with applicable laws, regulations, or statutory obligations.
 - v. Liquidated Damages expressly agreed upon by the parties. Breach of obligations of Integrity Pact (IP).
 - vi. Any other liability that cannot be limited or excluded under Applicable Law.
 - vii. **Mutuality:** The liability cap shall apply mutually to both parties unless otherwise agreed in writing.

26. **REVERSE AUCTION:**

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

27. **CONTACT DETAILS FOR QUERIES: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Technical :

1. Mr. Vinit S Wagh, DGM/PE(Design), Tel: 022 -23763017, emailid: vswagh@mazdock.com

2. Mr. A K Yadav, M(Design), Tel: 022 -23763041, emailid: akyadav@mazdock.com

Commercial:

1. Mr. D S Chavan, DGM/PE(Commercial-CGP), Tel: 022 -23762782, emailid: dschavan@mazdock.com

2. Mr. Arindam Ghosh, DM (Commercial- CGP), Tel: 022 -23762773, emailid: aghosh@mazdock.com

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

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Enclosures: -

Enclosure-1	General Conditions of Contract for Goods & Services (GCC)- Not Applicable
Enclosure-2	EMD Format
Enclosure-3	Integrity Pact(IP)Format - Not Applicable
Enclosure-4	Performance Security format (PS)
Enclosure-5	RTGS format
Enclosure-6	Details for remittance towards PS
Enclosure-7	Shipping Instruction - Not Applicable
Enclosure-8	Letter of Credit format - Not Applicable
Enclosure-9	Official Secret Act 1923
Enclosure-10	Contact Details of the bidder
Enclosure-11	Blank rate sheet
Enclosure-12	TEF & GCC Acceptance form- Not Applicable
Enclosure-13	Declaration for Local Content
Enclosure 14	Actual Local Content Certificate

Enclosure 15	Non-Disclosure Format - Not Applicable
Enclosure 16	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
Enclosure 17	Deed of Guarantee

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---