



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5294312 Dated/दिनांक : 19-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-08-2024 14:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-08-2024 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence	
Department Name/विभाग का नाम	Department Of Defence Production	
Organisation Name/संगठन का नाम	Mazagon Dock Shipbuilders Limited	
Office Name/कार्यालय का नाम	******	
Total Quantity/कुल मात्र	14	
ltem Category/मद केटेगरी	Desktop Computer , Laser Printer A3 , Laser PrinterA4	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Primary product category	Desktop Computer	
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)	Νο	
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)	

Bid Details/बिड विवरण		
	Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No l

ePBG Detail/ईपीबीजी विवरण

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

(a). EMD & 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(C-P17A) Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Rahul Bhagwan Dhoble)

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
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1. 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. <u>OM_No.1_4_2021_PPD dated_18.05.2023</u> 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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. 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. 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. 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Desktop Computer	9
Schedule 2	Laser Printer A3	2
Schedule 3	Laser Printera4	3

Desktop Computer (9 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

	S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
ĺ	1	****	**************************************	9	15
(.aser Printer A3 (2 set) Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier espectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)				
٦	Fechnical S	pecifications/तकनीकी	विशिष्टियाँ		
	Buyer Spec Document/	ification क्रेता विशिष्टि दस्तावेज़	<u>Download</u>		
•	Consignee		षिती/रिपोर्टिंग अधिकारी and/ तथा Qua	ntity/मात्रा	
	S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
ĺ	1	****	**************************************	2	15
(r	Laser PrinterA4 (3 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				
	Document/क्रता विसिष्ट दस्तावज़ Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा				

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	****	**************************************	3	15

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. Scope of Supply

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

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. 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.

5. Generic

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

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

Item: SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF COMPUTER AND PRINTERS (MF M) FOR NILGIRI CELL

1) <u>Pricing:</u> - Price are firm and fixed till delivery of material to MDL Stores

2) Pre-Qualification Criteria:

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

- 1. The Bidder should have past experience in supply of computers and printers.
- 2. The bidder shall submit purchase order copies along with its work completion certificate or proof of execution in support of their past experience.
- (b) Commercial Pre-Qualification Criteria: NA
- 3) <u>Delivery schedule</u>: Delivery date of item shall be 5 days after placement of order as GeM is not allowing the delivery date less than 15 days GeM tender shows the 15 days of de livery date but actual delivery date should be 5 days after order placement.

Part Delivery: Part Supply Part Payment accepted

4) Earnest Money Deposit (EMD): NA

5) <u>Liquidated Damages (LD)</u>: LD clause shall be applicable as per GEM condition @ 0.5% per we ek for delay in delivery of material.

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

- 6) <u>Guarantee / warrantee Requirement:</u> Warranty should be as per tender requirement. Goods s upplied shall be guaranteed against defects in design, material and workmanship, which ma y appear under proper use, for a period of 3 Year from the date of supply of materials at MD L 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 t o rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights u nder the contract.
 - c) During the period of warranty / guarantee if any defect is noticed in the equipment / ite m 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 su pplied item/equipment out of MDL (in full or part), the supplier shall submit a separate B G of equivalent amount of value of item being taken out, to cover the cost of item.

7) Inspection:

(A) <u>Receipt inspection</u> shall be done by MDL User Dept. Any objection raised by MDL User Dept. inspection team against quality of material or workmanship shall be satisfa ctorily corrected by the supplier at his expenses including replacement as may be requ ired within shortest possible time within 30 days. Items damaged during transit shall al so be rectified or replaced by the supplier within shortest possible time.

The decision of the Inspecting Authority or their representatives, as the case may b e, on any question of the intent, meaning and the scope of Specifications / Standard s shall be final, conclusive and binding on the Bidder/ Supplier / Contractor. 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.

(B) <u>Rejection of the item</u>: Any portion of the equipment found defective/rejected, the su pplier shall collect the same at his cost from the WDB New Delhi, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the d ate of intimation to the supplier of such rejection. The MDL reserves the rights to dispo se-off the rejected item at the end of a total period of 90 days in any manner, to the be st advantage to the MDL & recover storage charges & any consequential damages, fro m sale proceeds of such disposal

8) Payment Terms:

For supply of material/items- As per Gem Terms and conditions

(a) Payment of 100% of the value of the supplies and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes & duties shall be made within 15 days against generation of CRAC as per GEM after delivery of complete items at Material, MDL, Mumbai. The said payment shall be made against s ubmission of provisional receipt obtained from MDL, Mumbai, ink signed copies of inv oices/GeM Invoices/Digital Invoices.

NOTE: MDL is registered on " Invoice Mart" & "M1xchange" TReDS platform. Desirous MSME bidders/vendors, who want to receive payment through TReDS platform are re quired to submit the invoice to MDL along with all the necessary requirement as per P O & payment Terms.

Bidders are requested to intimate in advance if bidder wants to avail this facility.

9) Payment Mode:

(i) **Invoices** should be submitted at "Receipt Section" adjacent to the ARS Punching Section, MDL.

(ii) Issuance of e-Invoice by Vendor:

- a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 o nwards, exceeds Rs. 5 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- b) 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 w e are not required to comply with e-invoicing provisions under GST Act, as our aggr egate turnover in any preceding financial year from 2017-18 onward has not excee ded Rs 5 Cr as per GST Act.

10) Consignee:

Item scheduled for delivery is to be delivered at**as per GeM**.

- (i) Following documents should be submitted along with item:
 - · PO copy & subsequent amendments issued to it, if any.
 - · Delivery Challans/packing list clearly indicating MDL Purchase Order.
 - · Technical documentation, if applicable.
 - \cdot E-Way bill certificate as applicable duly acknowledged
- (ii) Unloading of the equipment/ items are to be arranged by supplier.
 - In case of door delivery orders, the supplier shall categorically direct the transporter

to deliver the ordered items without insisting for consignee copy of the Lorry Receip $\ensuremath{\mathsf{t}}$

11) Other terms & conditions:

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

12) <u>Contact details</u>: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

	Mr. J G Saharkar DGM(D-P17A)	+91 022 2376 3017	_jgsaharkar@mazdock.com
Technical	Mr. Jitendra Singh DM(D-P17A)	+91 022 2376 3403	jitendrasingh@mazdock.com
	Mr. Satish Chandra DGM/PE(C-P17A)	+91 022 2376 2747	<u>schandra@mazdock.com</u>
Commercial	Mr Rahul Dhoble M (C-P17A)	+91 022 2376 2737	<u>rbdhoble@mazdock.com</u>

Note:

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India, 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का बोह 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---