





Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिंड बंद होने की तारीख/समय	17-12-2024 17:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-12-2024 17:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence		
Department Name/विभाग का नाम	Department Of Defence Production		
Organisation Name/संगठन का नाम	Mazagon Dock Shipbuilders Limited		
Office Name/कार्यालय का नाम	******		
Total Quantity/कुल मात्रा	8		
Item Category/मद केटेगरी	Strainers		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Strainers		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Steam Strainer, Industrial Strainer, Domestic Strainers or Colanders Tea Strainer (Defence), Y Strainer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Industrial Strainer		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ दर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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 to		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		

Bid Details/बिड विवरण		
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	Payments shall be made to the Seller within 15 days of issue consignee receipt-cum-acceptance certificate (CRAC) and on line submission of bills (This is in supersession of 10 days tim as provided in clause 12 of GeM GTC)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India	
EMD Amount/ईएमडी राशि	35000	

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).	54	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the releva category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसा ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत 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	

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempte from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and techn specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offer products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchas 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 contents as certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountary 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 bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro at 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 Procuremer Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017
- 4. 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 (M 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 so 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 documental evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller she given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of to 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 N and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MS 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.

Strainers (8 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/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	*****	*********Mumbai	8	120

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 ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracter rates. Bidders are bound to accept the orders accordingly.

2. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availal 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 Purchas Order on the Seller.

3. Scope of Supply

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

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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

6. Buyer Added Bid Specific ATC

ADDITIONAL TERMS AND CONDITIONS (ATC)

Supply of Strainers for Project-17A of Ships.

TSP. No.: DR/E/P17A/3027 REV 2 dated 04/04/2022

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

2) Pre-Qualification Criteria:

i) Technical Pre-Qualification / Work Experience Criteria:

Only manufactures of strainers are allowed for this tender.

ii) Commercial PQ criteria:

Bidder's average turnover during last 03 financial years (FY 2021-22,2022-23 & 2023-24) should be a ast Rs. 5,25,000.00/- (Rupee Five Lakhs Twenty-Five Thousand Only). For assessing the same Audited ertified Balance sheet, Profit / Loss account for the corresponding 03 years' period to be submitted.

3) Technical requirement sheets/drawings/QAP

- a. <u>Equipment/Item</u>: Supply of Strainers for Project-17A of Ships. TSP. No.: DR/E/P17A/3027 REV 2 c d 04/04/2022.
- b. **QAP/Binding Data/Documentation:** Shall be submitted as per as per TSP. No.: DR/E/P17A/302 FV 2 dated 04/04/2022.
- **4)** Earnest Money Deposit (EMD): EMD shall be submitted as per GEM Terms & condition. EMD exemple n is as per GEM conditions. In addition to that, EMD is exempted for following:
 - a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid c of the Registration Certificate issued by MDL, for the tendered items for which the offer is being sul ted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewa MDL registration will not be considered for EMD exemption.
 - b) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the en channel certificate issued by MoD for the items for which the offer is being submitted in Part-I c bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

5) Delivery Schedule:

- a) Delivery date of items shall be as indicated in GeM Tender and it include QAP submission & approtimelines.
- b) As per TSP Clause no. 4 TSP. No.: DR/E/P17A/3027 REV 2 dated 04/04/2022

Note: If there is any delay in approval of QAP/drawings and same is not attributable to vendor, the orresponding days will be added in contractual delivery period.

6) Liquidated Damages (LD):

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

be applicable.

- i. LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will als e recovered in case of delay in submission of Binding data, Drawings & QAP to the concern authori or approval. However, this LD shall not be applicable in case the ordered items are delivered as pe heduled delivery date.
- ii. The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable lity in the opinion of the concerned approving authority.
- **Guarantee / Warrantee Requirement:** Warranty should be as per tender requirement and in accordance to TSP no. DR/E/P17A/3027 REV 2 dated 04/04/2022. Goods supplied shall be guaranteed against control to the design, material and workmanship, which may appear under proper use, for a period of 48 montrol from the date of supply of materials at MDL stores.
 - i. The Supplier cannot absolve their responsibility for warranty of material even though it is inspected y & approved by the inspection authorities.
 - ii. If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify 1 defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
 - iii. During the period of warranty / guarantee if any defect is noticed in the equipment / item supplie he supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL. For h rectification/repair work, if the supplier needs to take the supplied item/equipment out of MDL (ull or part), the supplier shall submit a separate BG of equivalent amount of value of item being t n out, to cover the cost of item.
- **8)** <u>Inspection</u>: It shall be as per TSP no. DR/E/P17A/3027 REV 2 dated 04/04/2022. Other general conditi related to inspection of material are as under:
 - a) The decision of the Inspecting Authority or their representatives, as the case may be, on any q tion of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive nd binding on the Bidder/ Supplier / Contractor.
 - b) The TPI-NABCB agency charges shall be directly paid by MDL to MDL nominated TPI agency to ian Bidders. These charges shall not be included in the bidder's quote as MDL has separate coact with the nominated TPI agency.
 - c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominal Agency to carry out Inspection / Testing during course of manufacture / final testing.
 - d) Bidder shall directly offer for inspection agency through a call letter under intimation to us and sure readiness of the items offered for inspection on the scheduled date & time.
 - e) Receipt Inspection: MDL with Warship Overseeing Team (WOT) shall carry out necessary inspe on of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requ ments & the Inspection documents submitted by suppliers. Any objection raised by MDL insp on team against quality of material or workmanship shall be satisfactorily corrected by the su er at his expenses including replacement as may be required within shortest possible time with 30 days. Items damaged during transit shall also be rectified or replaced by the supplier with hortest possible time.
 - f) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier II collect the same at his cost from the MDL Yard, all incidental charges being born by supplier nclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a tot eriod of 90 days in any manner, to the best advantage to the MDL & recover storage charges ny consequential damages, from sale proceeds of such disposal.
- 9) Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier , bcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser agest direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's ployees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the idder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such dages to the property, or compensating personal injury and the total liability for such damages or injury is libe as mutually discussed and agreed to.

Purchaser's Property: All property (such as materials, drawings, documents etc) issued by the Purc er or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain nfidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to ret all such property so issued and will be responsible for any or all loss thereof and damage thereto result from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

11) <u>Issuance of e-Invoice by Vendor:</u>

- a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, excee s. 5 Crores, as per GST Act, will have to issue an e-Invoice with QR code and invoice registration r RN). This rule will not apply to Micro Vendors with Udyam Registration No. (URN).
- b) Payment will be released to Vendor against e-Invoice, or Vendor has to submit self- declaration th we do not fall under the category of registered persons notified under Rule 48(4) of the Central Gules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our a gate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 cr. as GST Act".

12) Other terms & conditions:

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

Consignee:

- (a) Material scheduled for delivery are to be delivered at MDL Anik stores.
 - **Note**:-In order to avoid inconvenience during the delivery of material, it is advisable for supplied epute their representative in their own interest to coordinate the activities between the transport and MDL stores.
- (b) Following document should be submitted along with material:
 - · PO copy & subsequent amendments issued to it, if any.
 - · Inspection Release Note (IRN) issued by nominated inspection officer.
 - · Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Pack List co-relating the items in the inspection report.
 - · Copy of Warranty Certificate, Preservation Certificate etc.
 - · Technical documentation, if applicable.
 - · E-Way bill details are to be submitted during the delivery of the items.
 - · Any other documents required as per technical specifications/drawings/QAP/technical required nt, if any.

Delay in submission of relevant documents as per tender requirement will delay CRAC proces d delay the payment process, as payment timeline is 15 days from CRAC generation.

- (c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulk avy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly ating approx. dimensions and weight of consignments for arranging fork lift/crane for unloadin
- **13)** <u>Contact details</u>: In case of any clarifications regarding specification, bidders are requested to contac e following person, before the closing date of the tender.

	Mr. C. G. K. Rao DGM/HOS(DS)/PE(D-P17A)	022 2376 3035	gkrao@mazdock.com
Technical	Mrs. Prasanthi G DM(SB-Design Engg)	022-2376 3042	prasanthig@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
Commercial	Mr. Rahul Dhoble M (C-P17A)	022 2376 2737	rbdhoble@mazdock.com

Note:

Bidder not complying with the tender terms will fall under liable for rejection.

Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further c munications.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 bi any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 issiby 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>attacher</u> <u>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 specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this 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 reto all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to und 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 we 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 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 प्राप्ति के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपाल करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---