



Bid Number/बोली क्रमांक (बिंड संख्या): GEM/2025/B/5813279

Dated/दिनांक : 14-01-2025

# Bid Document/ बिड दस्तावेज़

Details/बिङ विवरण		
24-01-2025 14:00:00		
24-01-2025 14:30:00		
120 (Days)		
Ministry Of Defence		
Department Of Defence Production		
Mazagon Dock Shipbuilders Limited		
*****		
buyer2.mzdock.mum@gembuyer.in		
1		
BAND D SPARES OF HELO LANDING GRID		
BAND D SPARES OF HELO LANDING		
Category not available on GeM for the text string uploaded by the buyer		
Grid coupling  Wind Solar PV Hybrid System - Off grid		
No		
No		
Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Yes		
No		

Bid Details/बिड विवरण		
Type of Bid/बिंड का प्रकार	Single 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 <b>15</b> 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 <b>12</b> of GeM GTC)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

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:QUIFED/आवश्यकता	NO

## 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).	18

(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/लामार्थी :

**MANAGER** 

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

# MI! 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. 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.

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 25% (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.

#### BAND D SPARES OF HELO LANDING GRID (1 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	Download
Document/क्रेता विशिष्टि दस्तावेज़	DOWINGAG

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/डिलीयरी के दिन
1	*****	***********Mumbai	1	90

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ADDITIONAL TERMS AND CONDITIONS (ATC)**

Item: B&D Spares of HELO LANDING GRID

- 1) This tender is a single bid single tender for the B & D spares of Helo Landing Grid for P17A. Bidder who received intimation from P17A-Commercial(MDL) to quote against this tender is only eligible to bid. All other bids, if any received other than Single nominated bidder will be summarily/categoricall y rejected.
- 2) **Pricing: -** Prices of all items of B&D spares listed in the price sheet are to be quoted for delivery to Material Organization, Visakhapatnam.
- 3) SUBMISSION OF OFFER IN SINGLE BID SYSTEM:
  - (i) Bidder should enclose the additional documents as applicable to this tender.
  - (ii) Lists of B&D spares for 04 Ships of MDL in excel format (ILMS V2) as per tender.
- 4) Pre-Qualification Criteria: Not Applicable
- 5) Earnest Money Deposit(EMD): Not Applicable.
- 6) Delivery schedule: Delivery date of items shall be as indicated in GeM Tender.
- 7) Consignee: Actual consignee and delivery details and address is to be considered as mentioned b elow:
  - (a) B & D spares to be delivered at following address:

The Material Superintendent

Controller of Warehousing,

Material Organisation, Kancharapalem

Visakhapatnam-530008.

**Note:-** 1) 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 stores.

- 2) Consignee mentioned in GEM tender is only for regularization purpose however, above mentione d consignee details will be considered for all purposes.
- (b) The consignment must be delivered by giving at least 15 days' advance notice to Material Super intendent, Visakhapatnam, under intimation to MDL clearly indicating weight, dimensions of the consignment etc.
- (c) The following Documents should be sent along with the consignment of B&D Spares a sapplicable:
- · Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
- · Copy of Invoice.
- · Inspection Release Note (IRN) issued by nominated inspection officer.
- Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing L ist co-relating the items in the inspection report
- · Copy of Warranty Certificate, Preservation Certificate etc. as relevant.
- BIDDER SHOULD SUBMIT DETAILS OF B&D SPARES IN ILMS(V2) FORMAT TO MO, VIZAG IN SO FT COPY(CD/PEN DRIVE) AND HARD COPY ALONG WITH SPARES.

#### 8) Payment Terms:

- (a) Payment of 80% of the value of the supplies and as reduced by any deductibles and / or the am ount 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 Organizati on, Visakhapatnam. The said payment shall be made against submission of provisional receipt obtained from Material Organization, Visakhapatnam, four ink signed copies of invoices, inspection/ Test Certificate/release note from the nominated Inspection Agency, Delivery Challans/original "IN" signed Lorry Receipt duly bearing receipt stamp of Consignee &, warranty Certificate & Certificate for preservation as relevant.
- (b) Payment of the balance value of the supplies (i.e. 20%) shall be payable offline as reduce d by any deductibles and / or the amount leviable towards liquidated damages, if any, subject to the following:
- (i) On receipt of ink signed copy of Stores Receipt Voucher (SRV) from Material Organization, Visakh apatnam.
- (ii) Settlement and resolution of outstanding issues including those related to delivery and ILMS for mat if any.
- (iii) Submission of PBG for an amount of 3% of order value, valid up to agreed Warranty period plus one-month claim period.
- (iv) Balance payment will be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) only by MDL outside GeM portal to vendor on receipt of above mentioned doc uments.

#### 9) Payment Mode:

- (A) 80% of payment total invoiced value shall be made on GeM on receipt of following documents.
- (i) Invoice (Four ink signed copies).
- (ii) Release note from the nominated Inspection Agency,
- (iii) Relevant Test reports / Certificates,
- (iv) Packing Lists,
- (v) Performance Guarantee,
- (vi) Storage / Preservation / Installation / Commissioning / Maintenance Procedures, / Certificate for preservation & other Technical documentation in requisite sets as relevant.
- (B) Balance shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) only by MDL outside GeM portal. Following documents are required for RTGS / NEFT Payment:
- i) On receipt of ink signed copy of Stores Receipt Voucher (SRV) from Material Organization, Visakh apatnam.
- ii) Settlement and resolution of outstanding issues including those related to delivery and ILMS format if any.
- iii) Submission of PBG for an amount of 3% of order value, valid up to agreed Warranty period plus one-month claim period.

#### Note:

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

## (ii) Issuance of e-Invoice by Vendor:

- a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exce eds Rs. 5 Crores, as per GST Act, will have to issue an e-Invoice. This rule will not apply to Micro & S mall Vendors with Udyam Registration No. (URN).
- b) Payment will be released to Vendor against e-Invoice, or Vendor has to submit self-declaration th at "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 100 crs. as per GST Act".

**Important Note:** All shipping documents such as Invoice, Packing List must also indicate the followings delivery location:

Under the head 'Consignee': CWH (VISAKHAPATNAM),

POST- KANCHARAPALAM.

VISAKHAPATNAM, INDIA

10) Liquidated Damages (LD): LD clause shall be applicable as per GeM terms and conditions.

- **11) Performance Security:** Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement plus two months. In case any delay in delivery, vendor shall extend the validity of performance security suitably.
- 12) Guarantee/Warranty Requirement: The equipment along with associated auxiliaries/componen ts shall be warranted for 12 months from date of receipt of item/equipment to MO,Visakhapatnam or 12 Months from planned delivery date of Y-12651 to IN (i.e Nov 2024), whichever is later. The Warranty for The Spares Supplied Shall Be Limited to Back to Back Basis and The Warranty Obligations Flow Down to The Indian Navy. This Means that if ship is delivered to IN by shipyards and at that time the B&D Spares Warranty Exists, Then The Balance Warranty Period of the Spares Shall Be extended to IN.

All other terms and conditions for warranty/Guarantee as per GeM.

- 13) INSPECTION: DQA(N) Will be the Inspection Agency. The decision of the Inspecting Authori ty 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. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manu facture / final testing. Bidder shall directly offer for inspection agency through a call letter under inti mation to us and ensure readiness of the items offered for inspection on the scheduled date & time. Remaining terms related to inspection shall be as per MDL PO for Emergency supply items. (PO No-3250001354 to 1357)
- 14) Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Sup plier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contract or, his employees, licensees, agents or Subcontractor by making good such damages to the propert y, or compensating personal injury and the total liability for such damages or injury shall be as mut ually discussed and agreed to.
- 15) Purchaser's Property: All property (such as materials, drawings, documents etc) issued by the P urchaser or any other individual or firm on behalf of the Purchaser in connection with the contract s hall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor sha II undertake to return all such property so issued and will be responsible for any or all loss thereof a nd damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

#### 16) Issuance of e-Invoice by Vendor:

- (a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exce eds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoice registr ation 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 accompanie d with vendor's self-declaration that" we do not fall under the category of registered persons notifie d under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 o nward has not exceeded Rs. 5 Cr as perGST Act".

### 17) Other terms & conditions:

All other terms and conditions will be as per contract of Main Equipment 3250000110 & 325000011 1.

dated 12.07.2017 Supply of Helicopter Landing Grid for P17A.

- **18) Contact details**: In case of any clarifications regarding specification, bidders are requested to con tact the following person, before the closing date of the tender.
  - A) Commercial clarifications: A B Kawade, M(P17A-C): 7977902129
  - B) Technical Clarifications: Akshay Joshi, M (SB-Design): 9833099191

#### Note:

1. Bidder not complying with the tender terms will fall under liable for rejection or as stated therein.

#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## 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 attached categories, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---