



Bid Number/बोली क्रमांक (बिंड संख्या): GEM/2024/B/4964962 Dated/दिनांक : 22-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिंड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय		
Bid Offer Validity (From End Date)/बिंड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)	
Ministry/State Name/मंत्रातय/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	32	
Item Category/मद केटेगरी	Ship Crest Type X , Ship Crest Type Y , Ship Crest Type Z	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छ्ट	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) *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/बिंड से रिवर्स नीलामी सक्रिय किया	No	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Ship Crest Type X	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No	

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

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	II 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).	14

(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 :

Manager

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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MII Purchase Preference/एमआईआई खरीद वरीयता	II Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

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\$	
MSE Purchase Preference/एमएसंडे खरीद वरीयता Yes	
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.

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 to Micro and Small Enterprises (MSEs); Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

Ship Crest Type X (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

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रमार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********MUMBAI	1	42

Ship Crest Type Y (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

L		
	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

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

S.No./я सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*******	*********MUMBAI	9	42

Ship Crest Type Z (22 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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

ı					
1	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>			

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*********MUMBAI	22	42

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

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. 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.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Mazagon Dock Shipbuilders Ltd Account No. 11079519138 IFSC Code SBIN0006070 Bank Name STATE BANK OF INDIA Branch address

STATE BANK OF INDIA, COMMERCIAL BRANCH. FORT MUMBAI-400023

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

ITEM: SHIP'S CREST FOR Y-12651 OF P17A

- 1. **PRICING:** Price are firm and fixed till delivery of material to MDL Stores.
- 2. <u>DELIVERY SCHEDULE</u>: Delivery date of item shall be as indicated in GeM Tender. (PO Date + 6 Week s). Against Part Delivery, Part Supply will be made
- LIQUIDATED DAMAGES (LD): LD clause shall be applicable as per GEM condition @ 0.5% per week f
 or delay in delivery of material.

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

4. GUARANTEE/WARRANTEE REQUIREMENT:

- a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / g anteed for satisfactory Performance for the period of 12months from the date of receipt of material
- b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by the inspection authorities.
- c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the fects 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 is noticed in the equipment / item supplied e supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL. For such ctification/repair work, if the supplier needs to take the supplied item/equipment out of MDL (in full art), the supplier shall submit a separate BG of equivalent amount of value of item being taken out, cover the cost of item.
- e) All other terms and conditions for warranty/Guarantee as per GeM

5. INSPECTION:

- a) Receipt inspection shall be done by MDL along with WoT. 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
 - The decision of the Inspecting Authority or their representatives, as the case may be, on any que stion 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 manufacture / final testing.
- b) Rejection of the item: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Mumbai, 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

6. PAYMENT TERMS: As per Gem Terms and conditions

- (a) Advance payment is not applicable for this tender.
 - (i) 100 % of Payment shall be made within 15 days after generation of CRAC OR receipt & acceptance of material/services whichever is early on submission of Performance Bank Guarantee (PBG) valid up to contract validity plus 60 days claim period and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable. The following documents required for certification of payment:
 - a. Suppliers invoice.
 - b. PO copy with amendments if any
 - Proof of submission of PBG (Wherever applicable).

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

(ii) Part Payment: Part Supply, Part Payment is applicable.

7. PAYMENT MODE:

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

(ii) Issuance of e-Invoice by Vendor:

- a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onward s, exceeds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice with a QR code a nd invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Reg istration 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 we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onward has not exceeded Rs. 10 Cr as per GST Act.

8. INDEMNIFICATION:

The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, who no site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct dama and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agent Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the process, or compensating personal injury and the total liability for such damages or injury shall be as mutuall scussed and agreed to.

9. PURCHASER'S PROPERTY:

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individur firm on behalf of the Purchaser in connection with the contract shall remain confidential, being property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever ces and shall reimburse the Purchaser the full amount of loss and damage.

10. OTHER TERMS & CONDITIONS:

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

ii. Consignee:

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

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier depute their representative in their own interest to coordinate the activities between the transfer, 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 ng 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 requirement, if any.

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

- (c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.
- 11. <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.

	Ms. Alice Kurian AGM/PE(Plg-P17A)	022 2376 3388	abkurian@mazdock.com
Technical	Mr. Pravin Kuware CM (Plg-P17A)	022 2376 3340	pkuware@mazdock.com
Commercial	Mr. Satish Chandra CM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Sagar Shende M (C-P17A)	022 2376 2750	sushende@mazdock.com

Note:

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

6. 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:-

- 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.
- Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. 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---