



Bid Number/बोली क्रमांक (बिंड संख्या): GEM/2024/B/5638655 Dated/दिनांक : 26-11-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-12-2024 13:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-12-2024 13:30:00	
Bid Offer Validity (From End Date)/बिंड 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	840	
Item Category/मद केटेगरी	SIGMADUR GLOSS-GREY , SIGMATHINNER 2106- SIGMAKALON	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SIGMATHINNER 2106-SIGMAKALON	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Conformal Coating Compound and Thinner	
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 छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज	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	
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	
	11	

Bid Details/बिंड विवरण		
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Single Packet Bid	
Primary product category	SIGMADUR GLOSS-GREY	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelied 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 12 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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Requ	tired/आवश्यकता	*	No	21

### 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, जसं यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

### Beneficiary/लाभार्थी :

PE(C-P17A)

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

MII Purchase Preference/एमआईआई खरीद वरीयता

	MII Purchase Preference/एमआईआई खरीद वरीयता	Yes			
1	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 Udvam Registration and whose credentials are validated online through Udvam 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.

### SIGMADUR GLOSS-GREY (700 liter)

(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

1	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 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	700	280

## SIGMATHINNER 2106-SIGMAKALON (140 liter)

(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
Documentary in initial decirals	

# 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 सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧੁੰਗ	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*******Mumbai	140	280

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

#### 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

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.

#### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

#### PREAMBLE:

Mazagon Dock Shipbuilders Limited(Buyer), invites e-offers in Single bid system i.e. (Techno Commercial B id+ Price Bid) from Indian Navy Nominated bidder (Seller)only on GeM portal from M/s.PPG Asian Paints Pv t. Ltd. For Procurement of Scheme Paint Items for Above Water Hull & Superstructure Paint

Scheme for Yard 12651"

Note: This tender is a single bid single tender for the Indian Navy nominated vendor for additional scheme paints. All other bids, if any received other than Single nominated bidder will be summarily/categorically rejected.

- a) Performance Security Bank Guarantee (PSBG) shall be in favor of MDL.
- b) Tender line items are inseparable and non-divisible in nature.

#### 1. DESCRIPTION & SCOPE OF WORK:

MAIN EQUIPMENT/ITEM/SYSTEM: Procurement of Scheme Paint Items for Above Water Hull & Superstructure Paint Scheme for Yard 12651"

(a) Shelf life: The supplied paints shall have a minimum shelf life of **twelve** months from the date of recei pt of material. Also, date of manufacturing of supplied paint material shall not be older than 3 months from date of receipt at MDL.

- (b) Revalidation of paints: vendor has to revalidate the paint as & when required by MDL.
- 2. <u>Submission Of Offer In Single Bid System</u>: Offer must be submitted in Single bid (Technical +Price Bid

The bidder shall ensure following are essentially included in bid:

- (i) Bidders / Suppliers should enclose additional documents as applicable to this tender.
- (ii) GST % for all quoted line items, line item wise on separate sheet.
- (iii) Prices for each of listed items has to be uploaded strictly in prescribed format provided on GeM port al. Bids received other than this given format will be rejected.
- **3. Pricing:** Prices shall be quoted for each line item of BoQ on all-inclusive basis as per terms and conditions of this tender as applicable for door delivery to MDL Stores. Quoted prices shall remain firm & fixed during currency of contract.
- 4. **Delivery schedule**: Delivery date of all deliverables shall be as indicated in Technical specification.

Part Delivery: Part Supplies, Part Payment are acceptable.

### 5. LIQUIDATED DAMAGES (LD):

- LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in supply of material. Note: LD is applicable with maximum ceiling as per GeM terms and conditions.
- **6.** <u>Guarantee/warrantee Requirement:</u> Vendor shall comply with the performance Guarantee format indic ated at relevant NCD's which are as follows:
  - i) NCD 1493, ISSUE 1, MARCH 2012 HIGH PERFORMANCE ADVANCED ABOVE WATER LIGHT GREY EXTERIOR PAINTS HYBRID EPOXY POLYURETHANE (PU) SYSTEM. (COLOUR SCHEME: LIGHT GREY RAL 7040).
  - (a) The supplied paints shall have a minimum life of twelve months from the date of receipt of material at MDL.
  - (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
  - (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
  - (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

#### 7. Performance Security (PS):

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirem ent plus two months. In case any delay in delivery, vendor shall extend the validity of performance security suitably. PSBG to be submitted within 25 days after notification of award of contract.

- **8.** <u>Inspection</u>: Paints on delivery/ receipt at MDL Paint Stores along with co—relating Manufacturer's Test Cer tificates / Reports, guarantee certificate and Delivery Challans will be inspected by MDL (Inspection) & WO T (Mb). Other general conditions related to inspection of material are as under:
  - (a) Receipt Inspection: MDL with Warship Overseeing Team (WOT) shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirement s & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. I

- tems damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- (b) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclu sive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such r ejection. 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 conseq uential damages, from sale proceeds of such disposal.
- 9. <u>Indemnification</u>: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Su bcontractor, 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 / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.
- 10. <u>Purchaser's Property</u>: All property (such as materials, drawings, documents etc) issued by the Purchase er or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
- **11. Contact details**: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

	Mr. M. Waghmare CM (P-P17A)	02223763325	mcwaghmare@mazdock.com
Technical	Mr. Alice B Kurian AGM/PE(P-P17A)	022 23763349	abkurian @mazdock.com
	Mr. Satish Chandra DGM/PE(C-P17A)	02223762747	schandra@mazdock.com
Commercial	Ms. Vinanti Naik M(C-P17A)	02223762740	vnnaik@mazdock.com

#### Note:

1. Bidder not accepting, complying with the all tender terms and conditions as well as not filli ng requisite formats in line with tender, submitting deviation to tender terms and conditi ons will fall under liable for rejection.

# 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.

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 legisl 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 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---