



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4982617 Dated/दिनांक : 28-05-2024

Bid Document/ बिड दस्तावेज़

Bid D	etails/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2024 14:00:00		
Bid Opening Date/Time/बिङ खुलने की तारीख/समय	18-06-2024 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	17		
ltem Category/मद केटेगरी	BOAT DAVITS AS PER SOTR NO 2041 , OBS FOR BOAT DAVITS AS PER SOTR NO 2041 , DOCUMENTS FOR BOAT DAVITS AS PER SOTR NO 2041 , SERVICE OF ENGINEERS 1. SERVICES FOR TRAINING 2. SERVICES FOR HATS AND SATS , WARRANTY EXT CHARGES PER MONTH Y 16101		
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	Νο		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	No		
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes		
Type of Bid/बिड का प्रकार	Two Packet Bid		
Primary product category	BOAT DAVITS AS PER SOTR NO 2041		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days		

Bid Details/बिड विवरण			
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 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		
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes		

EMD Detail/ईएमडी विवरण

Required/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).	40

(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 :

NA

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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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.

<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 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 guoted 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 guoted 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Blank rate sheet - 1716872804.xlsx

BOAT DAVITS AS PER SOTR NO 2041

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

|--|

100%

100%

ITC on GST Cess/जीएसटी उपकर कर क्रेडिट

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	2	300

OBS FOR BOAT DAVITS AS PER SOTR NO 2041

(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

Specification Document	View File
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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%	100%

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

S.No./क्र. Reporting/Officer/ सं. परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन		
1 *****	*****Mumbai	1	300		
DOCUMENTS FOR BOAT DAVITS AS PER SOTR NO 2041 (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					
Specification Document		<u> </u>	/iew File		
BOQ Detail Document		<u> </u>	/iew File		
Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details					
ITC on GST/जीएसटी पर इनपुट कर	ב אופכ ודכ		ोएसटी उपकर कर क्रेडिट		
100%		10	0%		
Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी Delivery Days/डिलीवरी के दिन					
Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग					
S.No./क्र. Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी					
S.No./क्र. Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता ******Mumbai VICES FOR TRAINING ent required for qualifying थानीय आपूर्तिकर्ता के रूप में अर्हता प्र	Quantity/मात्र 1 2. SERVICES g as Class 1 ai	दिन 300 FOR HATS AND SATS nd Class 2 Local Supplier		
S.No./क. Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी 1 *********** SERVICE OF ENGINEERS 1. SER (Minimum 50% and 20% Local Conterespectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्व	Address/पता ******Mumbai VICES FOR TRAINING ent required for qualifying थानीय आपूर्तिकर्ता के रूप में अर्हता प्र	Quantity/मात्रा 1 2. SERVICES g as Class 1 ai ग्रस करने के लिए अ	दिन 300 FOR HATS AND SATS nd Class 2 Local Supplier		

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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%		100%	

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	540

WARRANTY EXT CHARGES PER MONTH Y 16101

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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%	100%	

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	****	*********Mumbai	12	900

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

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. Generic

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

5. 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.

6. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the

screenshot of GST portal confirming payment of GST.

7. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

8. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores: MDL & CGPRT

9. 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.

10. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

(a) <u>MAIN EQUIPMENT/ITEM/SYSTEM</u> Design, Manufacture, Supply and Train ing of Boat Davits for MDL Yard 16101 for Coast Guard Training Ship of CG P (Y-16101) as per TSP No. 2041, Rev 00 dtd.12.02.2024.

(b) ON BOARD SPARES (OBS):

OBS for sufficient quantity for exploitation & on-board maintenance up to 2 years from date of completion of "Standard Warranty" (As mentioned in w arranty cl no.31 of SOTR) is required to be provided along with the main eq uipment. Please refer SOTR for more details)

- (i) OBS will be ordered along with the main equipment.
- (ii) It is mandatory to quote OBS for 2 year of exploitation period.
- (iii) For ranking the bids OBS cost will be considered.
- (c) **DOCUMENTATION:** As per SOTR
- (d) SERVICES OF ENGINEERS: Not Applicable
- (e) **TRAINING:** Training package is to be provided as stipulated in SOTR. The cost towards training is to be quoted against the line item on lump-sum basis.

(f) **EXTENSION OF WARRANTY:** Suppler shall mandatorily indicate the monthly rate for extended war ranty period beyond standard warranty period (as mentioned in the SOTR), in the event of expiry of warranty period. The extended warranty charges to be quoted for Main equipment excluding OBS, d ocumentation, services, training etc. This charges will be loaded at the time of ranking.

(g) EXTRA MAN DAYS CHARGES: Not Applicable

(h) **BASE & DEPOT (B&D) SPARES**:

- (i) Base & Depot spares are to cover spares requirement for major maintenance/overhaul require ments for 5 years including two refits.
- (ii) B&D spares list along with Comprehensive Part Identification list (CPIL)/Manufacturers Recom mended list of Spares (MRLS) for five-year exploitation and maintenance.
- (iii) Itemized list with cost along with a copy of the maintenance schedule for the equipment is to b e provided in the offer. Itemized list (in LMS format to be submitted in soft copy in excel) of Ba se & Depot spares should be as per Annexure 7 of SOTR.
- (iv) The B & D Spares shall be procured by MDL on behalf of Indian Coastguard. The B & D spares shall be ordered at a later date after ranging and scaling of the spares done by Indian Coast G uard.
- (v) The delivery of B & D Spares shall be prior to the commissioning of ship. The tentative delivery date for the supply of B & D Spares shall be indicated in the tender enquiry.
- (vi) The B&D spares ordered by MDL shall be delivered to CGSD (Mumbai)
- (vii) Itemized prices for B&D spares (along with the part no) for five years exploitation period with price validity for **18 months** from the tender closing date to be submitted along with the offer
- (viii) After ranging & scaling by Indian Coast Guard (ICG), order for finalized/approved B&D spares would be placed separately by MDL on behalf of ICG.
- (ix) It is mandatory to quote for B & D Spares. Bidders not quoting for B&D Spares falls under rejec tion criteria. MDL reserves the right to negotiate prices quoted for B&D Spares.

Note:

a) Bidders shall quote for all line item in the tender, failing of which offer of the firm fall s under rejection criteria.

b) MDL reserves the right to invoke the option of extension of warranty charges as and w hen required. It is not mandatory to MDL to avail this services.

c) The cost of B&D Spares will not be considered for ranking purpose

2. Following vendor are nominated for Boat Davits. Offer received from other than below mentioned vendor will not be considered for the req uirement and will be categorically rejected.

- i) M/s. Garden Reach Shipbuilders & Engineers Itd, Kolkata
- ii) M/s. Geeta Enginnering Works pvt ltd, Mumbai
- iii) M/s. Hemant Engineering Works, Thane
- iv) M/s. H & H Precision pvt ltd, Mumbai
- v) M/s. Larsen & Toubro Itd, Mumbai
- vi) M/s. Vanson Engineering pvt ltd, Palghar
- vii) M/s. Yeoman Marine pvt ltd, Navi Mumbai
- viii) M/s. Zenith Industrial Rubber Products pvt ltd, Mumbai
- ix) M/s. Marine Solutions, Mumbai
- x) M/s. Aquarius Shipyard pvt ltd, Goa
- xi) M/s. MacGregor Marine India pvt ltd, Navi Mumbai

3. EARNEST MONEY DEPOSIT: Not applicable

4. **PRE-QUALIFICATION CRITERIA**:

a) **Technical Pre-qualification:** Vendor shall have past experience of manufa cture & supply of Boat davit for any ocean going vessel. PO copies & work c ompletion certificate (Invoice, Delivery challan, WDCc, etc) must be submitt ed with offer in support of experience.

b) Commercial Pre-qualification:

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant co untry) of the previous financial year excluding the calendar year of tenderi ng should be at INR 70 Lakhs (as per the annual report (audited balance sh eet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in releva nt countries.
- (ii) Bidders Shop and establishment registration certificate or registration cert ificate from registrar of firms or certificate of incorporation from Registrar o f Companies (Not required for permanent registered vendors with MDL).
- (iii) GST certificate, PAN card cancelled cheque

5. VALIDITY PERIOD OF OFFER:

(A) Main Equipment, OBS, Services , Training etc (Excluding B & D Spares)

Bid / Offer shall have the validity period of **180 days** from the tender closin g date.

(B) B&D Spares:

Prices quoted for B&D spares should be valid for a period of **18 months** fr om the tender closing date.

6. **<u>SUBMISSION OF OFFER IN TWO BID SYSTEM</u>**: Offer must be submitted in t wo parts as follows:

a) **Part I (Techno Commercial Bid)**: The bidder shall ensure following are es sentially included in the Part-I bid:

(i) Declaration of "Local Content as specified in the tender.

(ii) On Board spares (OBS) list with cost breakup in percentage of total OBS cost for 2-years exploitation period.

(iii) List of B&D spares with itemized cost breakup in percentage as per Appendi x of SOTR

(iv) Warranty extension charges

(v) Submission of offer to MDL: Supplier/Bidder/ Vendor to ensure that Hard & s oft copies (as per SOTR) of "Technical offer" is sent to "HOS(D-Out), Kind Attn: Mr. Abhishek, DM(D-Out), Mazagon Dock Shipbuilders Limited, 3rd Floor, West B lock, Dockyard Road, Mumbai - 110010" Tel. no. 022 23763029, 022 23763034.

b) Part-II (Price Bid):

(i) Prices for each of the listed items has to be uploaded on GEM.

(ii) Bidders shall upload itemized prices for B& D Spares as per appendix in Addi tional financial documents.

7. DELIVERY PERIOD/COMPLETION SCHEDULE:

(i) Main equipment, OBS & documentation: PO + 10 months(ii) Training: PO + 18 months

8. Consignee/Delivery location:

Mazagon Dock Shipbuilder Ltd, Anik Chembur Store, Kurla Mahul Road, Mumbai-400074.

9. WARRANTY/GUARANTEE:

(a) The equipment along with associated auxiliaries/components shall be guara nteed/warranted by equipment supplier for the stipulated performance for a per iod of 20 months from the date of delivery of equipment to MDL store or 12 mon ths after planned delivery date of the ship by shipyard/MDL to the Indian Coast Guard, whichever is later. Planned delivery date of Y-16101 is Dec 2026. Detaile d Warranty clause refer SOTR cl no. 31.

The Supplier cannot absolve their responsibility for warranty of system even th ough it is inspected & approved by Coast Guard and MDL.

(b) 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 prejudi ce to MDL's rights under the contract.

(c) During the period of warranty / guarantee if any defect noticed in the equip ment / item supplied, the supplier/ contractor will have to rectify such defects i mmediately at no extra cost to MDL.

10. PERFORMANCE SECURITY (EPBG):

- (a) Performance Security for an amount equal to 5% of each order value payab le in Indian Rupees shall be submitted.
- (b) Performance Security is to be furnished as per GeM after notification of the award of contract and it should remain valid for a period of 60 (sixty) days b eyond the date of completion of all contractual obligations of the supplier, in cluding warranty obligations.
- 11. **PRESERVATION & PACKING:** Not Applicable
- 12. **TAXES & DUTIES**: To be included in the submitted quote, as per GEM & Govt. guidelines.

13. INSPECTION:

- (a) ABS or IRS or Any other classification Society. Cost for the inspection shall b e borne by vendor
- (b) Receipt Inspection: MDL & CGPRT(Mbi)
- (c) The decision of the Inspecting Authority or their representatives, as the case

may be, on any question of the intent, meaning and the scope of Specificatio ns / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

14. Payment Terms:

(a) Main Equipment, OBS & Documentation:

- (i) On receipt of Invoice, 95 % of Payment shall be made within 15 days fro m generation of Consignee Receipt &Acceptance Certificate(CRAC) of mat erial and as reduced by any deductibles and / or the amount leviable towa rds liquidated damages, if any plus 100% taxes, duties etc. as applicable.
 (ii)Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquid
- ated damages, if any, on submission & confirmation of PS of equivalent a mount valid up to warranty period plus 60 days claim period.
- (b) **Services/Training**: 100% payment for all kinds of services like STW, HAT, SAT, installation, commissioning assistance, training wherever included in th e same order will be admissible for payment within 10 days from Generation of CRAC & submission of original Work Completion Certificate & SAP Service Sheet signed by CM or above of production/planning dept. and ink signed invoice.
- 15. **Drawing & QAP approval:** ABS or IRS any other classification society. Cost fo r the drawing & QAP approval shall be borne by vendor.
- 16. Integrity Pact (IP): The Integrity pact essentially envisages the agreement be tween prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the cont ract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall render the bid liable for r ejection. The format of integrity Pact is enclosed with tender documents. IP shal I be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along wit h the offer. Bidders to ensure that each page of Integrity pact shall be duly sign ed by the bidder. Non-submission of Integrity Pact by the bidders duly signed o n each page along with Part-I bid shall render the bid liable for rejection. Bidder s shall send original IP immediately to MDL post submission of bid.

Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have th e power to access the entire project document and examine any complaints received by him. In case of an y change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Exec utive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) wh ose details are as below:

- i) Mr. M.N. Krishnamurthy, IPS Email id: krishnamurthymn19@gmail.com
- ii) Mr. P V Rao

Email id: pasupuletirao@yahoo.co.in

17. <u>CONTACT DETAILS FOR QUERIES</u>: In case of any clarifications regarding ten der condition/TSP/specification, bidders are requested to contact the following p erson, before the closing date of the tender.

A) Design dept:

(i) Mr. Sriram V, DGM/PE(D-CGP), Email: sriram@mazdock.com, Tel: +91 22 237 6 3029

(ii) Mr. Abhishek, DM(D-out), Email: abhishek@mazdock.com, Tel: +91 22 2376 3034

B) Commercial dept:

(i) Mr. D S Chavan, CM/PE(C-CGP), Email: dschavan@mazdock.com, Tel: +91 22 2376 2782
(ii) Mr. Rupesh Mane, DM(C-CGP), Email: rbmane@mazdock.com, Tel: +91 22 2 376 2769

18. We look forward to receive your most competitive and reasonable offer against this tender.

19. The formats for Integrity pact and Declaration of local content is attached along with the bid. Bidders a re requested to submit the documents along with the bid.

12. Buyer Added Bid Specific ATC

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

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 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 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---