



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6264113 Dated/दिनांक : 28-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2025 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	18-06-2025 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	******	
क्रेता ईमेल/Buyer Email	buyer2.mzdock.mh@gembuyer.in	
Total Quantity/कुल मात्रा	70	
Item Category/मद केटेगरी	REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 01 , REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 02 , REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 03 , REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM- FO RU TANK# 04 , REFLEX(FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 800MM - LO RU TANK	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	11000000000016603-REFLEX(FLAT TYPE) LEVEL GUAGE AS PER TSP,C/C LENGTH 800MM - LO RU TANK	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	PVC Insulated Cables for Submersible Pumps - as per IS 694	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Vertical Staff Gauges - IS 4080	
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (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 Details/बिंड विवरण		
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	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGT 2000MM - FO RU TANK# 01	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Payment Timelines	Payments shall be made to the Seller within 15 days of issue 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

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	75000

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).	55

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के

दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

NΔ

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the 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.
- 4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

Blank Rate Sheet - 1748250372.xlsx

REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 01 (14 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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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%	

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	number	of days from	llaरी अनुसूची (In contract start होने की तारीख से में)		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए		
1	*****	*********Mumbai	3	0	90		
			3	91	360		
				3	3	361	630
					3	631	900
			2	901	1200		

REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 02 (14 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 दस्तावेज	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%	100%	

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)
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S.No सं.		Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		contract start होने की तारीख से
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
1	*******	*********Mumbai	3	0	90
			3	91	360
			3	361	630
			3	631	900
		2	901	1200	

REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM - FO RU TANK# 03 (14 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
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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%

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	numbe		ivery Schedule/डिलीवरी अनुसूची (In ber of days from contract start s/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए	
1	******	*******Mumbai	3	0	90	
				3	91	360
			3	361	630	
	3	631	900			
			2	901	1200	

REFLEX (FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 2000MM- FO RU TANK# 04 (14 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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	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%	100%

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		contract start होने की तारीख से
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
1	******	*********Mumbai	3	0	90
			3	91	360
		3	3	361	630
			3	631	900
		2	901	1200	

REFLEX(FLAT TYPE) LEVEL GUAGE AS PER TSP, C/C LENGTH 800MM - LO RU TANK (14 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	
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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%

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
1	******	**********Mumbai	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
			3	0	90
			3	91	360
			3	361	630
			3	631	900
			2	901	1200

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 up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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 and Commissioning of Goods

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 & CGRPT

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

Description & Scope of Supply / Work :

- (a) MAIN EQUIPMENT/ITEM/SYSTEM: Design, Manufacturing, Testing & Supply of Reflex (Flat Type) Level Gauge for Yard-16501 to Yard-16514 of Fourteen FPVs for ICGP Ship as per TSP r ef no: 3050 rev 0 dated 16.05.2025.
- (b) **ON BOARD SPARES (OBS):** Not Applicable
- (c) **SERVICES OF ENGINEERS**: Not Applicable

(d) BASE & DEPOT (B&D) SPARES: Not Applicable

2. Pre-Oualification Criteria:

- (a) Technical Qualification/Work Experience Criteria for Goods:
 - (i) Only manufacturers of Level gauges (along with valid documents i.e. factory registration/factory license, ISO certificate) are allowed for bidding.
 - (ii) Bidders to attach copies of purchase orders of level gauges along with proof of execut ion for the same.

Note: Technical PQ may be relaxed manufacturer & startup.

- (b) Commercial Qualification Criteria for Goods:
 - (i) Firm shall submit GST registration certificate, PAN card and cancelled cheque copy for a ccount details
- 3. Earnest Money Deposit (EMD) / Bid Security: Rs. 75,000.00/- (Rupees Seventy Five Thou sand only). EMD shall be submitted as per GeM Terms & condition.

EMD exemption will be applicable as per GeM conditions and bidders shall upload t valid EMD/EMD Exemption Certificate along with the bid. In case valid exemption certificate is not submitted alon g with original bid, the offer of the firm will be rejected.

EMD is also exempted for the bidder's permanent registered with MDL. To qualify for EMD exempti on, bidder shall upload valid copy of the Registration Certificate issued by MDL, for the tendered it ems (Level Guages) for which the offer is being submitted. Firms in the process of obtaining MDL r egistration will not be considered for EMD exemption.

EMD shall be forwarded to DGM/PE(C-CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Shipbuilding Division, Dock Yard Road, Mumbai400010, Maharashtra, in se aled envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of EMD shall be uploaded at Part-I tender stage.

Note:

a) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interes t free. b) EMD of successful bidders may be converted into performance security or refunded on re ceipt of performance security. The returned / refunded EMD would be interest free.

MDL BANK DETAILS:

Name of Bank A/C Holder: Mazagon Dock Shipbuilders Limited

Bank and Branch: State Bank of India, Commercial Branch, Fort, Mumbai-400023

Type of Account: Current Bank

Account No: 11079519138

IFSC Code: SBIN0006070

Swift Code: SBININBB101

PAN No.: AAACM8029J

MDL GST: 27AAACM8029J1ZA

- 4. Validity Period of Offer: 180 days from the date of tender closing date
- 5. Delivery Period/Contract Period (For Goods/Services):

Delivery Period / Contract Period: Delivery/contract period shall be as tabulated below:

Yard Details Main equipment

16501 PO + 3 months

16502 PO + 3 months

16503 PO + 3 months

16504 PO + 12 months

16505 PO + 12 months

16506 PO + 12 months

16507 PO + 21 months

16508 PO + 21 months

16509 PO + 21 months

16510 PO + 30 months

16511 PO + 30 months

16512 PO + 30 months

16513 PO + 40 months

16514 PO + 40 months

- 6. Submission of Offer in Two Bid System: Offer must be submitted in two parts as follows:
 - (a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially submitt ed in the Part-I bid as applicable:
 - (i) EMD/Valid EMD exemption certificate
 - (ii) Technical & Commercial offer.
 - (iii) Pre-qualification documents.
 - (iv) Declaration of Local Content, preference for MSE Order 2012 and/or PPP Order 20 17 for purchase preference.
 - (v) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
 - (vi) Bank details for payment by RTGS/NEFT in the format enclosed.
 - (vii) Undertaking for product support as per TSP.
 - (viii) "Certificate of conformity" as per TSP.
 - (ix) TSP/SOTR Compliance Matrix/Deviation form
 - (x) Weight control Data sheet
 - (xi) Additional documents as applicable to this tender.

Note: In any case, prices are not to be mentioned in Part-I bid.

(b) Part-II (Price Bid): Prices for each of the listed items has to be uploaded strictly as per Ge M bid.

7. Bid Rejection Criteria:

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable a nd therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
 - (i) Bids received without EMD (other than those who are exempted from payment of EM D).
 - (ii) Bids received after tender closing date and time.
 - (iii) Bids received other than through GeM portal
 - (iv) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holi day issued by MDL.
- (b) **Liable rejection criteria**: Non-compliance/non-acceptance to any of the terms and condit ions of the tender other than following shall render the bid liable for rejection;
 - (i) Clause mentioned under loading criteria or terms not acceptable to MDL

8. Performance Security (PS):

- (a) Performance Security for an amount equal to 5% of order value payable in Indian Rupees shall be submitted.
- (b) Performance Security is to be furnished as per GeM after notification of the award of contract a nd it should remain valid for a period of 60 (sixty) days beyond the date of completion of all con tractual obligations of the supplier, including warranty obligations.

9. Warranty/Guarantee:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of twenty (12) months from the date of receipt of material.
- (b) Please refer TSP cl no. 14 for more details.

10. Pricing:

(a) Prices of all items/services shall be quoted for delivery of the items/services to the following d estination including Charges towards inland transportation, insurance, and other local costs in cidental to the delivery of the Goods/Services.

Items/servicesDelivery/Work AddressLevel GaugeMDL Anik Chembur store/Dockyard road (Mumbai)/Nhava Yard

- (b) The prices quoted shall remain firm and fixed during the currency of the order / contract unles s agreed otherwise by MDL.
- (c) Price Variation Clause: (For Goods & Services): Not Applicable

11. Taxes & Duties: As per GeM tender and terms and conditions. Custom duty will not be reimburs

12. Payment Terms:

- (a) Main Equipment, OBS & Documentation:
- (i) On receipt of Invoice, 95 % of Payment shall be made within 15 days from generation of Consigne e Receipt &Acceptance Certificate(CRAC) of material and as reduced by any deductibles and / or t he amount leviable towards 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 deduc tibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmati on of PS of equivalent amount valid up to warranty period plus 60 days claim period.
- 13. Exchange Rate Variation (ERV) : Not Applicable

14. Consignee:

- (a) Material scheduled for delivery are to be delivered at MDL (Anik store located in Mumbai)

 Note:-In order to avoid inconvenience during the delivery of material, it is advisable for su pplier to depute their representative in their own interest to coordinate the activities betwe en the transporter, and MDL stores.
- (b) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - Test Certificate
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details a nd Packing List co-relating the items in the inspection report.
 - · Copy of Warranty Certificate etc.
 - · Technical documentation, if applicable.
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bu lky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MD L clearly indicating approx. dimensions and weight of consignments for arranging fork lift/cr ane for unloading.
- 15. Work Done Certificate (WDC) / Completion Certificate (WCC): Not Applicable
- 16. **Documentation:** Refer TSP cl no. 4 for details

17. Inspection:

It shall be as per TSP CI no.06 . Other general conditions related to inspection of material are as u nder:

(a) **Receipt Inspection:** MDL & CGPRT(Mbi) shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & 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. Items damaged during transit shall also be rectified or replaced by the supplication.

- lier within shortest possible time.
- (b) **Rejection of the material:** Any portion of the equipment found defective/rejected, the su pplier shall collect the same at his cost from the MDL Yard, all incidental charges being bor n by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimat ion 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 M DL & recover storage charges & any consequential damages, from sale proceeds of such disposal.
- 18. Integrity Pact (IP): Not Applicable

19. Limitation of Liability

- (a) <u>Cap on Liability</u>: The total liability of the Vendor/Supplier, whether in contract, tort (inclu ding negligence), or otherwise, shall not exceed **100% of the total contract value.**
- (b) <u>Exclusion 01 Certain Damages</u>: To the fullest extent permitted by applicable law, neith er party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of Profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.
- (C) <u>Exclusions from Cap on Liability</u>: The cap on liability shall not apply to:
 - · Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
 - Breach of confidentiality obligations or infringement of intellectual property rights.
 - Indemnity obligations for third-party claims.
 - · Non-compliance with applicable laws, regulations, or statutory obligations.
 - · Liquidated Damages expressly agreed upon by the parties. Breach of obligations of Integrity Pact (IP).
 - · Any other liability that cannot be limited or excluded under Applicable Law.
- (d) <u>Mutuality</u>: The liability cap shall apply mutually to both parties unless otherwise agreed in writing.
- 20. Contact Details for Queries: All bidders are requested to get their queries, if any, clarif ied in advance (i.e. 7 days in advance to tender closing date) to avoid last minute dela y. The format for Declaration of local content & TSP refrence no: 3050 is attached ATC cl. no.12.

In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department Name of Executives Contact No Email

Technical Mr. Sriram V. 022-2376 3029 sriram@mazdock.com

Mrs. Prasanti G 022-23763373 <u>prasanthig@mazdock.com</u>

Commercial Mr.D S Chavan 022-23762782 <u>dschavan@mazdock.com</u>

Mr. Rupesh Mane 022-2376 2769 rbmane@mazdock.com

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

12. 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 <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.

- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 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 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---