निविदा पूछताछ TENDER ENQUIRY [एकल निविदा] [SINGLE TENDER]	माझगांव डॉक शिपबिल्डर्स लिमिटेड (भारत सरकार का उपक्रम) MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as Mazagon Dock Limited) (A Govt. of India Undertaking) CIN: L35100MH1934GO1002079 Dockyard Road, Mumbai 400 010 Website- www.mazagondock.in Certified - ISO 9001: 2008 for Shipbuilding Division GST ID : 27AAACM8029J1ZA
निविदा सं./Tender No 1600001914 क्रय अधिकारी/Purchase Exec. Rupesh B Mane सेवा में /To	विभाग/Department P-15B COMMERCIAL क्रय अधिकारी/Purchase Exec. Rupesh B Mane दूरभाष सं./Telephone No 23762782 फैक्स सं./Fax No 23782302 ई-मेल/E-Mail rbmane@mazdock.com
	निविदा सं./Tender No 1600001914 निविदा तिथि/ Tender Date 23.02.2024 निविदा बंद की तिथि/Tender Closing Date 28.02.2024 चिविदा बंद की तिथि/Tender Closing Date 28.02.004
दूरभाष सं./Telephone फैक्स सं./Fax ई-मेल/E-Mail	निविदा बंद होने का समय/Tender Closing Time 14:00:00 आरएफक्यू सं./RFQ No 2170001962
निविदा शुल्क/Tender Feeरू/Rs0.00बयाना राशि/EMD Amountरू/Rs0.00पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Timeनिविदा खोलने की तिथि और समय/Tender Opening Date & Timeप्रस्ताव वैधता तिथि है/Offer should be valid up toसुरक्षा जमा/Security Depositवरीय बैंक जमानत /Perf. Bank Guarantee	, : : 29.02.2024,14:00:00 28.06.2024 0.00 %आदेश मूल्य का/PO value 3.00 %आदेश मूल्य का/PO value
(आगे के विवरण हेतु कृपया सम्बंद्ध नियम शर्तो को पढ़े। सुनिश्चित करें कि कोटेशन औ बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें। Kindly read and refer relevant terms & conditions for further details. Do e Number, closing date & time and RFQ Number in your Quotation & rela प्रिय महोदय/महोदया Dear Sir / Madam,	nsure to Quote Department Name, Purchase Executive 's Name , Tender
विषय /SUB:- SUPPLY OF WT/GT DOORS UNDER GROW माझगाँव डॉक् शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं	

आमंत्रित करती है। Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in <u>SINGLE BID</u> system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
00010	सामग्री सं./ Material Number :- 15000000000013689	3 Number	30.04.2024		
00010	WT DOOR 1600X750 ,T-5MM ,H-LHO, SR-SP	5 INUITIDEI	30.04.2024		
	सामग्री वर्णन/Material Description :WATER 7 TYPE – WT	IIGHT DOORS			
	C O Size- 1600 x 750				

निविदा सं./ Tender No:-	1600001914
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निविदा तिथि/ Tender Date:- 23.02.2024

आरएफक्यू सं./RFQ No:- 2170001962

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	THICKNESS- 5MM Hand-LHO Special Requirement - WITH SPRING MEC	CHANISM	
00020	सामग्री सं./ Material Number :- 150000000000013691 WT DOOR 1600X750 ,T-5MM ,H-RHO, SR-SP सामग्री वर्णन/Material Description :WATER TYPE – WT C O Size- 1600 x 750 THICKNESS- 5MM Hand-RHO Special Requirement - WITH SPRING MEC	5 Number TIGHT DOORS	30.04.2024
00030	सामग्री सं./ Material Number :- 15000000000073204 GT DOOR 1600X750 ,T-3MM ,H-RHO, SR-PORTH सामग्री वर्णन/Material Description :GAS TIG TYPE – GT C O Size- 1600 x 750 THICKNESS- 3MM Hand-RHO	3 Number HT DOORS	30.04.2024
		A. PUKTHULE AND SPKI	NG MECHANISM.
	SPECIAL REQUIREMENT- WITH 200 DL		
चेज्यस और १			
।स्ताव इस Ferms & C	शर्ते : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभि निविदा के लिए प्राप्त होगा Conditions as indicated in Part A of this tender and other en We look forward to receive your most competitive and reas	गन्न अंग हैं ∣हमें आशा हैं की,हमें प्र closures / annexures form ar	तियोगित्मिक और उचित n integral part of this tender

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Introduction:

- (a) Mazagon Dock Shipbuilders Limited, Mumbai (MDL) has placed Purchase Order No. 3270003348 dated 26.07.2023 on M/s. Godrej & Boyce Mfg Co ltd, Mumbai for Supplyof WT/GT doors for Y-12707 of P15B Ships.
- (b) Presently MDL require some Growth of Work on Y-12707 of P15B ships.
- (c) The details of the item under GOW is indicated in the tender enquiry. You are requested to submit your lowest quote for the same.
- 1. Description of Work: Supply of WT/GT doors for Yard 12707 of P15B Ships as per TSP no: DR/P15B/2026/1 dated 30.11.2021. Documentation as per para 13 of SOTR in TSP to be submitted by firm along with the deliverables. Cost of the same shall be considered by bidder while submitting bid.

Note: Drawings & QAP approved by DND/DNA for WT/GT doors and hatches for PO: 3270003348 dated 26.07.2023 will be applicable for this PO. No separate Drawing/QAP approval is required.

- 2. <u>Submission of offer in Single Bid System:</u> Offer must be submitted in single part as follows:
- (i) Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.
- (ii) Bidder should enclose the technical and additional documents as applicable to this tender.
- 3. <u>Validity Period of Offer</u>: Bid / Offer shall have the validity period of **120 days** from the tender closing date.
- 4. Non-Disclosure Agreement (NDA): Not applicable.
- 5. Earnest Money Deposit (EMD): Not Applicable
- 6. <u>Bid Modification</u>: Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

7. Pricing:

(i) Prices of all items listed in the price sheet format of the tender enquiry for delivery of the items as under:

Items/services	Delivery at
WT/GT doors	MDL ANIK CHEMBUR STORE, ,MAHUL,CHEMBUR,MUMBAI-400074

(ii) The prices quoted shall remain firm and fixed during the execution of the order / contract unless agreed otherwise by MDL. Packing, Forwarding and Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.

Enclosure	ender No. 160 em: Supply of			
Tender No.	160			
Item: Suppl	y of			
Type: Singl	e No			

Tender No. 1600001914 Item: Supply of WT/GT doors under GOW for Y-12707 of P15B Type: Single Nominated Tender Eligibility to bid: **M/s. Godrej & Boyce Mfg Co Itd**

- (iii) Packing details such as size, weight etc. of the equipment/items to be mentioned.
- (iv) `It is mandatory to quote for all line items as per tender. If it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to MDL.

Enquiry: Part 'A': Tender Terms and

Conditions

8. Taxes & Duties: As per original contract

Tender

9. Mode of Dispatch: Road

10. Consignee:

Material scheduled for delivery are to be delivered at MDL ANIK CHEMBUR STORE, MAHUL, CHEMBUR, MUMBAI-400074

<u>Note</u>:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.

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 Packing 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.
- (a) 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.
- (b) In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

11. Delivery Period/Completion Schedule:

(a) Bidders are advised to submit their bids as per delivery schedule indicated in the tender. In case it is not possible for the bidders to supply material as per tendered delivery schedule, bidders may indicate minimum time required to deliver the goods after receipt of the purchase order. The same is to be specified in the bid.

Description	Yard	Delivery schedule confirmed by bidder after PO placement
WT/GT doors	12707	PO + 3 months

(b) Part Delivery: As per original contract.

- 12. <u>Security Deposit (SD):</u> Separate Security deposit for additional value to be submitted as per the original PO terms and conditions
- 13. <u>Breach of Obligation clause with respect to Bid Submitted:</u>-In case breach of any obligation mentioned under, the bidder shall be disqualified /debarred from the bidding process for a period of one year from the date of notification.
 - i) Bidder has withdrawn /modified /amended/impaired/derogated from the tender during the period of bid validity.
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of Bid by the purchaser during the period of bid validity.
- 14. <u>Additional Instructions:</u> Bidder shall abide by all standard terms and conditions of supply (STACS), GT&C and tender acceptance as per Original contract. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Standard clause hosted om MDL website.
- 15. Inspection: As per existing contract.

16. Payment Terms:

- (a) Shipyard does not pay any advance payment.
- (b) Main Equipment:
 - i) Payment of 97% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable on production of proof of inspection, receipt and acceptance at MDL between 15 days.
 - ii) Payment of the balance 3% of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PBG of equivalent amount valid up to warranty period plus one-month claim period
- (c) Services: Not Applciable
- (d) **<u>Part Payment:</u>** As per original contract.
- 17. <u>Payment Mode</u>: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

a) Documents for RTGS / NEFT Payment:

- (i) Invoice (Four ink signed copies),
- (ii) Delivery Challans,
- (iii) Packing Lists,
- (iv) Performance Guarantee,
- (v) WDC signed by MDL Berth Team (OIC/ CM & above rank)
- (vi) Way bill certificate as applicable duly acknowledged.

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

- b) <u>For Services:</u> Not Applicable
- 18. <u>Warranty/Guarantee</u>: 12 months from date of commissioning of Ship. The tentative date of commissioning is November 2024.

19. Performance Bank Guarantee (PBG):

- (a) The bidder has to submit Equipment Performance Bank Guarantee from a first class Bank of international / national repute, for 3% of total amended order value excluding taxes, duties, fright & service component valid up to contractual warranty period plus one-month claim period.
- (b) In the event of defects due to poor workmanship leading to nonperformance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be enchased by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.

Note:

- i) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- ii) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks excluding the Co-Operative banks.
- iii) Security Deposit will be returned without interest on execution of the order and submission of Performance Bank Guarantee (PBG) against firm's request letter.
- 20. Liquidated Damages (LD): As per existing contract
- 21. Book Examination Clause (BEC) : Not Applicable

22. Integrity Pact (IP): Not Applicable

23. Land Border:

- (a) This clause is applicable for bidders form a country which shares a land border with India" for the purpose of this order means: -
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such a country;
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (iv) An entity whose beneficial owner is situated in such a country; or
 - (v) An India (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- (c) Order issue by ministry of Finance department of expenditure Vide F.7/10/2021-PPD (1) dtd. 23.02.2023 shall be applicable.

- 24. **Public Procurement Policy (Preference to Make In India) Order 2017:** The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 4th June 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:
 - (a) <u>Aspects of 'Preference to Make in India'</u>: The following terminology / definitions used in the policy is enumerated below and applicable to the tender:
 - (i) Local content: means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above. Note:
 - a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
 - b) No change is permitted in the requirement of local content as stated in this order to categorize the supplier. However, if any nodal Ministry / Department finds that for any particular item, pertaining to their nodal ministry / department, the definition of Local Content, as defined in the Order, is not workable / has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
 - (ii) <u>Class-I Local Supplier:</u> means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
 - (iii) <u>Class-II Local Supplier</u>: means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
 - (iv) <u>Non-Local Supplier:</u> means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
 - (b) Eligibility Criteria to bid: Class I and Class II local Supplier.
 - (c) <u>Purchase Preference(PP)</u>: Not applicable being single nomination bidder
 - (d) **Declaration of Local content:**
 - (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if

Enclosure	to	Tender	Enquiry:	Part	'A':	Tender	Terms	and	Conditions
Tender No.									
Item: Supply	of V	NT/GT do	ors under	GOW f	or Y-1	2707 of F	215B		
Type: Single	e Nor	minated T	ender						
Eligibility to b	bid: I	M/s. Godr	ej & Boyce	Mfg Co	o Itd				

applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

Self-certification as per <u>Annexure-B-1</u>, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual however in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate, as per <u>Annexure-B-1</u>, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

- (ii) Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause '<u>Debarment of bidders / suppliers'</u> of the said Order for debarment.
- (iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- (v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- (vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- (e) **<u>PPP MSE Order 2012:</u>** Not applicable being single nomination bidder.

(f) Price negotiation & contract placement:

- (i) MDL has right to negotiate with bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-C) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment. Format for Annexure-C will be forwarded along with the Purchase Order.

<u>Note:</u> In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

(iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

(g) **Debarment of bidders / suppliers:**

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- (ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

Note: If Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the chairman of Standing Committee.

25. **Option Clause**: As per original contract.

26. E-Portal and E-Tender Guidance:

- (a) Instructions to the Bidders to visit <u>https://eprocuremdl.nic.in_</u>and submit the bids online.
- (b) The Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/n Code / e Mudra or any Certifying Authority recognized by CCA India one Token/ Smart Card, should be registered.

	Enclosure	to	Tender	Enquiry:	Part	'A':	Tender	Terms	and	Conditions
	Tender No.									
New York	Item: Suppl	y of	WT/GT do	oors under	GOW f	or Y-1	12707 of F	215B		
	Type: Singl	e No	minated 1	ender						
	Eligibility to	bid:	M/s. Godr	ej & Boyce	Mfg Co	o Itd				

- (c) Any clarifications may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (d) <u>Assistance for Online bidding only:</u> In case of any difficulties during online submission of offer, bidders are requested to contact toll-free customer help line no 0120-4200462, 0120-4001002 or Mobile No 91-8826246593 or to visit_eprocsupport@gov.in of e-procurement portal <u>https://eprocuremdl.nic.in</u>.
- 27. <u>Contact Details for Queries</u>: In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. Kiran Rajput CM (SB - D-Outfit)	+91 22 23763367	krajput@mazdock.com
	Mr. Chandra Mohan Vishwakarma. AGM (SB - D-Engg)	+91 22 23710997	cmvishwakarma@mazdock.com
Commercial	Mr. P.D. Dabhade DGM/PE(C-P15B)	+91 22 23762781	pddabhade@mazdock.com
	Mr. Rupesh Mane DM (C-P15B)	+91 22 23762769	rbmane@mazdock.com

- 28. All other terms & conditions are as per original contract.
- 29. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully, For Mazagon Dock Shipbuilders Limited

> Rupesh Mane DM (C-P15B)

Enclosures: -

Enclosure-1	STACS	
Enclosure-2	GT&C	
Enclosure-3	Performance Bank Guarantee (PBG) format	
Enclosure-4	BOQ	
Enclosure-5	TEF Acceptance form	
Enclosure-6	Self-Declaration for local content (Annexure-B1)	
Enclosure-7	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	