



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600001820
Description: Defect Rectification work for AK-630 mount onboard Y-12704 & Y-12705
of P15B Ships.
Type: Single Nominated Tender.
Eligibility to bid: M/s Gun & Shell Factory, Cossipore.

Introduction:

Mazagon Dock Shipbuilders Limited (MDL), invites e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through MDL e-procurement portal (<https://eprocuremdl.nic.in>) for subject requirement for Project P15B (Y-12704 & Y-12705).

1. DESCRIPTION & SCOPE OF WORK:

Services of defect Rectification work for AK-630 Gun mount onboard Y-12704 & Y-12705 of P15B Ships.

2. SUBMISSION OF OFFER IN TWO BID: Offer must be submitted in two parts as follows:

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

- (i) Bidders to submit declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents (Please refer tender clause Land Border in this regard).
- (ii) Self-Declaration of Local Content.
- (iii) Acceptance of Tender terms; GT&C and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- (iv) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content details (as per the format attached).
- (v) Bidder should enclose the 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 in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

3. VALIDITY PERIOD OF OFFER: Bid / Offer shall have the validity period of **120 days** from the tender closing date.

4. EARNEST MONEY DEPOSIT: Not Applicable.

5. BID REJECTION CRITERIA:

(a) Categorical Rejection Criteria: The following conditions/deviations are non-negotiable and 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 bid opening.

- (i) Bids received after tender closing date and time.
- (ii) Bid received other than through e-portal.
- (iii) Bidders who are debarred under PPP MII Order 2017, GeM, CPPP including Tender holiday issued by MDL.



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(b) Liable Rejection Criteria:

- (i) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.
- (ii) Incomplete/misleading/ambiguous bids in the considered opinion of TNC/CNC.
- (iii) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- (iv) Bidders not agreeing to furnish required Security Deposit/Required contract Performance Guarantee till completion of the supplies/services as per contract.
- (v) Bidders not submitting the declaration Certificate for local content & local value of addition.
- (vi) Bidders not indicating / not declaring / not specifying the local content percentage or/ and location of local value addition in the declaration certificate.
- (vii) Bidders submitting incomplete declaration Certificate for Local Content or Declaration Certificate not certified by appropriate authority as per tender.
- (viii) Non-submission of Unique GeM Seller ID by bidder within reasonable time post opening of tender but before price bid opening.
- (ix) Non-Submission of Compliance Certificate w.r.t. Land Border Clause as per the Enclosed format. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)
- (x) Any deviation sought, which is not accepted to MDL.
- (xi) Quote received with Price Variation Clause.
- (xii) Bidder not quoting for all the line items in the tender.

(c) Breach of Obligation Clause with respect to Bid Submitted:

In case of 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.

6. PRICING:

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

Items/services	Delivery at
Services	On board Y-12704 & Y-12705

- (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.
- (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.



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7. **Exchange Rate Variation**: Not applicable

8. **TAXES & DUTIES**:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender.
- (i) For MDL's GST number, please visit our website. MDL's Provisional GST Number is 27AAACM8029J1ZA.
- (ii) Bidder must mention HSN numbers in their offers & also in invoices. These codes must be in accordance with GST law.
- (iii) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

(b) **Custom Duty**: NA

9. **MODE OF DISPATCH**: NA

10. **CONSIGNEE**: Supplier will have to provide services at MbPT/ Naval Dockyard, Mumbai onboard Y-12704 & Y-12705.

11. **DELIVERY PERIOD/COMPLETION SCHEDULE**:

Bidder is advised to submit their bid as per delivery schedule indicated in the tender. In case it is not possible for the bidder to carry out services as per tendered delivery schedule, bidder may indicate minimum time required to deliver services after receipt of the purchase order. The same is to be specified in the bid.

Yard	Delivery Date	Delivery scheduled
Y-12704	31.12.2022	-----
Y-12705	31.12.2022	-----

12. **ADDITIONAL INSTRUCTIONS**: Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Tender Acceptance formats with offer. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause hosted on MDL Website.

13. **SECURITY DEPOSIT(SD)**:

- (a) Bidder shall have to submit Security Deposit for an amount of 3% of the Contract/Order value, excluding taxes, duties, freight etc. in the form of Bank Guarantee from the list of banks approved by SBI / Canara bank published on MDL website excluding co-operative banks within 25 days from the date of transmission of order, valid till Contractual Delivery Date of the order plus additional one month as claim period.
- (b) In case of vendor's failure to submit the Security Deposit within 25 days of transmission of the order, MDL will cancel the order invoking the risk purchase clause.

OR



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In case where the vendor has failed to submit the Security Deposit within 25 days of transmission of the order but commenced the work, interest for the delayed period of submission will be levied for Indian bidders as per SLR plus 2%

- (c) PSU may submit Indemnity bond in lieu of Security Deposit Bank Guarantee.
- (d) Bidder shall furnish SD through online payment OR Bank Guarantee in favour of MDL. SDBG shall be on INR 500 Non-Judicial Stamp Paper.
- (e) In case delivery / completion are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from MDL. In case of non-extension / non-renewal as requested, MDL shall encash the BG before expiry of its validity period.
- (f) In case delivery of the part of items/services delayed and the same is not affecting the performance/use of the delivered equipment/items, in such cases supplier can extend validity of SDBG only for the value of undelivered portion after clearance from Commercial Dept.

14. **INSPECTION:** The onboard work will be monitored by Guarantee/Berth Team of MDL. WDC to be signed by MDL & WOT(Mb)/ Ship Staff after successful completion of work.

15. **PAYMENT TERMS:**

100% payment will be made within 20 days against certification by the designated acceptance authority after satisfactory completion of the respective activities/services and submission of the invoice with WDC signed by MDL executive & WOT/ Ship Staff.

Note: Part payment will be made after completion of respective activities on board.

16. **PAYMENT MODE:** All the payments will be through RTGS/NEFT. The supplier(s) shall furnish the details for RTGS/NEFT payment.

17. **WARRANTY/GUARANTEE:**

- (a) The supplied item/deliverables shall be warranted for a period of 12 months from the date of receipt.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by and approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty/ guarantee, if any defect noticed in the equipment/ item supplied, the supplier/ contractor to rectify such defect immediately at no extra cost to MDL.

18. **PERFORMANCE BANK GUARANTEE (PBG):** NA.

19. **LIQUIDATED DAMAGES (LD):** In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the delayed portion of the order/contract. In case the undelivered / unfinished portion of the order results in to non-



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utilization / ineffective utilization of delivered portion, in such cases LD shall be applicable on the total value of deliverables.

20. **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 16th September 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.

a) Bidder have to submit local content declaration as per attached format with this tender.

b) **Debarment of bidders / suppliers**

(i) False Declaration: 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.

c) **Complaints / Grievance**: Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by GM(F). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. 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. The fee shall be deposited in MDL's Account by NEFT. 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 shall be borne by the complainant and paid by the complainant before referring the matter.

21. **LAND BORDER**:

a) This clause is applicable for bidders from 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



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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 OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 shall be applicable.

22. **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell has been set up in the Company. Members of public having complaints or grievances are advised to contact respective Authorities on Wednesday between 10.00 hours and 12.30 hours. The details to be obtained from the dealing executive in this regard.

23. **OPTION CLAUSE:** MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.

24. **REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM) PORTAL:**

Bidder to submit of unique GeM seller ID along with the bid. Non-submission of unique GeM seller ID by bidder within reasonable time post opening of tender but before price bid opening shall be liable for rejection.

25. **E-PORTAL AND E-TENDER GUIDANCE:**

- (a) Instructions to the Bidders to visit <https://eprocuremdl.nic.in> 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.
(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) Assistance for Online bidding only: 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 eproc-support@gov.in of e-procurement portal <http://eprocuremdl.nic.in>.

26. **CONTACT DETAILS FOR QUERIES:** 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.

Planning Dept.	Ms. Smita Hire Chief Manger (Planning-P15B)	+91 22 23763111	sshire@mazdock.com
Commercial Dept.	Mr. Rahul Gajare Chief Manager (Commercial-P15B)	+91 22 23763358	rsgajare@mazdock.com

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



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Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED

R S Gajare
Chief Manager (Commercial-P15B)

Enclosures: -

Enclosure-1	Standard Terms & Conditions (STACS)
Enclosure-2	General Terms & Conditions (GT&C)
Enclosure-3	RTGS format
Enclosure-4	Contact Details of the bidder
Enclosure-5	TEF, STAC, GTAC Acceptance form
Enclosure-6	Blank Rate Sheet
Enclosure-7	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
Enclosure-8	Self-Declaration for local content
Enclosure-9	Security Deposit Bank Guarantee