

Bid Document

Bid Details	
Bid End Date/Time	20-12-2022 14:00:00
Bid Opening Date/Time	20-12-2022 14:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence Production
Organisation Name	Mazagon Dock Shipbuilders Limited
Office Name	*****
Total Quantity	3480
Item Category	10 NB SW X Half Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM , 15 NB SW X 3 by 4 Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM , 20 NB SW X one Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM , 25 NB SW X one and 1 by 4 Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM , 32 NB SW X one and half Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM
BOQ Title	MHD fitting
Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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	No
Primary product category	32 NB SW X one and half Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 20 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)

Bid Details**Evaluation Method**

Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
Schedule 1 EMD Amount (In INR)	7200
Schedule 2 EMD Amount (In INR)	7200
Schedule 3 EMD Amount (In INR)	7200
Schedule 4 EMD Amount (In INR)	7200
Schedule 5 EMD Amount (In INR)	7200

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	16

(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.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of

the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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 quoted 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.

4. 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 quoted 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	10 Nb Sw X Half Inch Threads Mhd St M Refer Technical Specification For Complete Details Of Item	1200
Schedule 2	15 Nb Sw X 3 By 4 Inch Threads Mhd St M Refer Technical Specification For Complete Details Of Item	320
Schedule 3	20 Nb Sw X One Inch Threads Mhd St M Refer Technical Specification For Complete Details Of Item	200
Schedule 4	25 Nb Sw X One And 1 By 4 Inch Threads Mhd St M Refer Technical Specification For Complete Details Of Item	1200
Schedule 5	32 Nb Sw X One And Half Inch Threads Mhd St M Refer Technical Specification For Complete Details Of Item	560

10 NB SW X Half Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1200	70

15 NB SW X 3 By 4 Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	320	70

20 NB SW X One Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	200	70

25 NB SW X One And 1 By 4 Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1200	70

32 NB SW X One And Half Inch THREADS MHD ST M REFER TECHNICAL SPECIFICATION FOR COMPLETE DETAILS OF ITEM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	560	70

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. 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.

3. **Generic**

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

4. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

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Item: MHD Fittings for 90/10 Cu-Ni & Cu Pipes of Y-12651/52/53/54.

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1) Pricing: - Price are firm and fixed till delivery of material to MDL Stores.

2) PRE-QUALIFICATION CRITERIA:

(a) Technical Pre-Qualification/Work Experience Criteria:

Technical Pre-qualification criteria for Procurement of MHD Fittings shall be as under:

- i)** Vendor should have past experience for supplying MHD fitting or CUNI Butt welded fitting or copper Butt welded fitting or CUNI Deck Bulkhead fitting or copper Deck Bulkhead fitting to an Engineering industries.
- ii)** Vendor shall submit purchase order copies along with its work completion certificate or proof of execution in support of their past experience for technically qualifying under Para (i) above.

(b) Commercial/ financial criteria: Firm to submit following details/ documents:

- i.** Bidders Company Profile and Shop & Establishment registration certificate/registration certificate from local body for conducting business/ factory or industry license.

Note: Above point is not applicable for permanently registered vendor with MDL. Bidder registered with MDL should submit the copy of valid registration certificate along with MDL part-1 techno commercial bid.

- ii.** Bidder's average turnover during last 03 financial years (FY 2019-20, 2020-21 & 2021-22) should be at least Rs 9 Lakhs (Rupee Nine Lakhs Only). For assessing the same Audited Certified Balance sheet, Profit / Loss account for the corresponding 03 years' period to be submitted.
- iii.** The value of the supplies during last 03 years before tender closing date should not be less than Rs 9 Lakh (Rupee Nine Lakhs Only). Order copies to be submitted along with its proof of completion.

- (c) **Note:** Bidder shall submit all documents pertaining to techno-commercial pre qualification along with Part I bid. Non submission of any document may lead to rejection of bid.

3) Technical requirement sheets/drawings/draft QAP:

- (a) **EQUIPMENT/ITEM:** Procurement of MHD Fittings for 90/10 Cu-Ni & Cu Pipes of Y-12651/52/53/54 as per DRG.NO.9005-109, Rev-6
- (b) **QAP/Documentation:** Shall be submitted as per tender and technical specifications provided in tender
- 4) Earnest Money Deposit(EMD):** EMD shall be submitted as per GEM Terms & condition . EMD exemption is as per GEM conditions. In addition to that, EMD is exempted for following:

- a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- b) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

5) Delivery schedule: Delivery date of item shall be as indicated in GeM Tender including of QA submission & approval timelines.

Note: If any delay is there in approval of QAP/drawings and same is not attributable to vendor, the corresponding days will be added in contractual delivery period.

Delivery time lines shall be as under:

PO Transmission date: P

QAP Submission date: Q = P + One Week.

QAP Approval period: R = Q + One Week

Item Delivery period: R + 08 Weeks

6) LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition @ 0.5% per week up to 5 % for delay in delivery of material, in addition to that following LD clause shall also be applicable.

- i) LD @ 0.25% per week delay or part thereof subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concerned authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date.
- ii) The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.
Note: LD is applicable with maximum ceiling as per GeM terms and conditions.

7) **Consignee:**

- (a) Material scheduled for delivery are to be delivered at MDL (Bond Store). However, exact details will be indicated in PO.

Note:-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.

- (b) 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.

8) **Guarantee/warranty Requirement:** Warranty should be as PER TSP cl 18 "Goods supplied shall be guaranteed against defects in design, material and workmanship, which may appear under proper use for a period of **12 months** from the date of receipt of materials at MDL."

(a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.

(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 prejudice to MDL's rights under the contract.

(c) During the period of warranty / guarantee if any defect is noticed in the equipment / item supplied the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL. For such rectification/repair work, if the supplier needs to take the supplied item/equipment out of MDL (in full or part), the supplier shall submit a separate BG of equivalent amount of value of item being taken out, to cover the cost of item.

9) **INSPECTION:** It shall be as per DRG.NO.9005-109, Rev-6. Other general conditions related to inspection of material are as under:

- (a) 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 Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) The TPI (Third Party Inspection) charges shall be directly paid by MDL to MDL nominated TPI agency for Indian Bidders. These charges shall not be included in the bidder's quote as MDL has separate contract with the nominated TPI agency.
- (c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (d) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
- (e) Receipt Inspection: MDL with Warship Overseeing Team (WOT) shall carry out necessary inspection on 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 expense 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 supplier within shortest possible time.
- (f) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (including of custom duty, if payable), within 30 days from the date of intimation 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 MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

10) **Indemnification:** The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the

negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

11) Purchaser's Property: All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

12) Issuance of e-Invoice by Vendor:

- a. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards exceeds Rs. 20 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- b. Whenever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs 20 Cr as per GST Act".

13) Other terms & conditions

- i) Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

14) Contact details: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. SANTOSH KUMAR DM(PLG-P17A)	022 2376 3363	Santoshkumar100218@mazdock.com
	Mr J G SAHARKAR DGM(PLG-P17A)	022 2376 3104	jgsaharkar@mazdock.com
Commercial	Mr. Satish Chandra CM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. RAHUL DHOBLE DM (C-P17A)	022 2376 2737	rbdhoble@mazdock.com

Note:

1. Bidder not complying with the tender terms will fall under liable for rejection.
2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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 share 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.

---Thank You---