



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6173273 Dated/दिनांक : 27-05-2025

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | |
|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 17-06-2025 13:00:00 | |
| Bid Opening Date/Time/बिंड खुलने की तारीख/समय | 17-06-2025 13:30:00 | |
| 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 Military Affairs | |
| Organisation Name/संगठन का नाम | Indian Navy | |
| Office Name/कार्यालय का नाम | ****** | |
| क्रेता ईमेल/Buyer Email | dlogo.kochicellyard@navy.gov.in | |
| ltem Category/मद केटेगरी | Repair and Overhauling Service - 30/40 TON EOT CRANE; Toyzem; Yes; Buyer Premises | |
| Contract Period/अनुबंध अवधि | 2 Month(s) | |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 2 Lakh (s) | |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) | |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes | |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes | |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Annual Turnover, 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 Details/बिड विवरण | |
|--|-----------------------------------|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |
| Type of Bid/बिंड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है | Yes |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| Ī | | |
|------|-------------------|----|
| | Required/आवश्यकता | No |
| - 11 | | |

ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 3.00 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 6 |

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

Beneficiary/लाभार्थी:

Commanding Officer, INS Eksila INS Eksila, Mulagada Area, Mindi Post, Visakhapatnam 530012 (The Commanding Officer, Ins Eksila)

MII Compliance/एमआईआई अनुपालन

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|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |

MSE Purchase Preference/एमएसई खरीद वरीयता

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. 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.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. 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.
- 5. 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.
- 6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 7. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 8. 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.
- 9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Payment Terms: 1745632677.pdf

Product Details: 1745632849.pdf

Scope of Work:<u>1745632860.pdf</u>

Penalty Terms: <u>1745632866.pdf</u>

Financial Break up Format: 1745632875.pdf

Terms and Conditions pertaining to the Bid/Contract: 1745632955.pdf

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue | |
|-----------------------|--|--|
| 05-06-2025 11:00:00 | INS Eksila (Production Dept), Mulagada Area, Mindi Post, Visakhapatnam 530012 | |

Repair And Overhauling Service - 30/40 TON EOT CRANE; Toyzem; Yes; Buyer Premises (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values | |
|-----------------------------------|---------------------|--|
| Core | | |
| Product Category | 30/40 TON EOT CRANE | |
| Product Brand | Toyzem | |
| Spares Required | Yes | |
| Place of Repair/Maintenance | Buyer Premises | |
| Addon(s)/एडऑन | | |
| Additional Details/अतिरिक्त विवरण | | |
| Product Details | 30/40 TON EOT CRANE | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी | Address/पता | Number of Products to be Repaired | Additional Requirement/अतिरिक्त आवश्यकता |
|-------------------|---|-----------------------|---|--|
| 1 | ***** | ********Visakhapatnam | 1 | N/A |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

The Commanding Officer INS Eksila Mulagada Area Mindi Post Visakhapatnam 530012

2. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

3. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

4. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

The Commanding Officer, INS Eksila

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

6. 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.

7. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

8. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- (a) **Availability of Office**: Office should be in the state of consignee i.e Andhra Pradesh State. Valid docu mentary evidence should be submitted as proof.
- (b) **Registration**: The Bidder should be registered with the Income Tax, Goods and Service Tax.
- (c) <u>Clearance</u>: The Bidder should also have clearance from GST, and Income Tax Department. Relevant pr oof in support shall be submitted. In proof of having fully adhered to minimum eligibility criteria as mentio ned above attested copy of ITR and GST/Service Tax Return for the last three financial years shall only be acceptable.
- (d) <u>Slef-Declaration</u>: That Contractor has not been suspended or blacklisted by any Unit/Office of Indian Coast Guard, any other PSU or Govt. Agency and submit a declaration as follows:
- "I/We _____ hereby declare that I/we have not been Banned/Suspended/Blacklisted or de-lis ted by any PSU/Government Department/ Financial Institution / Court." In case, the declaration is found inc orrect/false at any later stage, the tender is liable to be rejected, the contract shall be closed without any f urther notice and Incident will be raise as per GeM Terms and Conditions.
- (e) **Non-submission Documents/clarification/ justification/ Information**: Non-submission of any of the information/documents mentioned in the bid document shall result in disqualification.
- (f) <u>Uploding of Documents</u>: The firm readable documents only uploaded. There any documents not rele ted to this bid will be disqualificed. The PDF file uploaded should be readable and shall not be password pr otected.
- (h) **Experience**: Firms should have undertaken similar cases in any of the Organisations.
- (j) <u>Performance Guarantee</u>: The Bidder will be required to furnish a performance guarantee certificate by way of Bank Guarantee/ FDR through Public or Private Sector banks authorised to conduct government business of a total sum of 3% of the contract value.

- (k) **Paying Authority**: No advance payment will be done, Monthly payment will be made post completi on of supply/ work through CDA(N), Vizag.
- (I) <u>Transportation</u>: No transportation charges/ separate transport will be provided to the seller. The seller is required to supply the items to the designated location at his own arrangements.
- (m) **<u>Document Submission</u>**: Firms are to bid for the entire scope of work and should fill the certificate at tached in the specification document in the bid and upload along with the other bid documents for technic al evaluation. Firms falling to do so are liable for rejection.
- (n) **Reply to queries Firm**: Reply to queries Firms not replying to queries based on technical bids within the specified time will be rejected.
- (p) **Non Disclosure Declaration Certificate**: Non Disclosure declaration certificate are to be submitted along with other documents
- (r) **Turnover**: The firm should have annual turnover of the bid estimated value in the last three financial y ears and a certificate to be enclosed duly verified by charted accountant.
- (s) **<u>Pre-Bid Meeting</u>**: Attending of Pre-bid meeting is compulsory to understand the Scope of Work and T erms & Conditions of this bid.
- (t) <u>Same IP Address</u>: During the opening of Techinical Bids there any firm found Same IP address will be disqualified.
- (u) <u>Inspection Authority</u>. The work done will be subjected to an inspection to ascertain that it is as per d esired standards.
- (w) Risk & Expense. Should the stores or any installment thereof not be delivered within the time specifie d in the Supply Order or if defective delivery is made in respect of the stores or any installment thereof, wi thout prejudice have to the right to recover liquidated damages as a remedy for breach of contract, to decl are the contract as cancelled either wholly or to the extent of such default.
- (x) <u>Liquidated damages (LD)</u>. If the Supplier fails to deliver the stores/ service or any installment thereo f within the DP or at any time repudiates the contract before expiry of such period, the CFA, without prejud ice to the right of the purchaser to any other remedy for breach of contract, may recover from the contract or a sum equivalent to 0.5% of the prices of any stores which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof during which the delivery of such s tores any be in arrears, where delivery thereof is accepted after expiry of the aforesaid period. The total d amages shall not exceed value of 10% of undelivered goods. The LD cannot exceed the amount stipulated in the contract. This payment will be made through demand draft or MRO/e-MRO in favour of CDA, Vizag.
- (y) **Payment Term**s. The payment will be made as per the following terms, on production of the requisite documents:-
 - (i) 100% Payment will be made on acceptance by the user department.
 - (ii) Payment shall be made after inspection, testing and submission of all test certificate PVs of materi als and acceptance of stores has been completed.
 - (iii) Bills will be subject to audit by associated finances
 - (iv) "PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT) OR THRO UGH CHEQUE. PLEASE ENSURE BANK ACCOUNTS IN AUTHORISED BANK TO AVOID ANY INCONVENIEN CE".

(v) Deduction of GST. GST will be paid by the successful vendor at the end as per Govt of India orders in vogue.

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. 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.
- 17. 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 governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 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---