|  |  |  |
| --- | --- | --- |
| **Telegrams: GOAYARD****Fax : +91 (0832) 2512148****Email** **contactus@goashipyard.com****Website: www.goashipyard.com** |  | **Telephone +91 (0832) 2512152(5 lines) +91 (0832) 2513954****+91 (0832) 2512359 (24 hrs)****Registered Office & Yard**VASCO-DA-GAMA, GOA 403 802INDIA |
| All replies to be addressed to the**Chairman & Managing Director** | GOA SHIPYARD LIMITEDSHIPBUILDERS, SHIPREPAIRERS AND ENGINEERS**(A Government of India Undertaking)** | LOGO6 |

 **NOTICE INVITING TENDERS (NIT)**

**DETAILS OF TENDER**

Dear Sir,

We shall be pleased to have your lowest offer for the supply of **Electro Hydraulic Watertight Sliding Door** as per the technical specifications TA No. **H-TA-161110-25 Rev A dtd 01.09.2021** at **Annexure I** and Standard terms and Conditions of supplies detailed in **Annexure III/ IV.**

|  |  |  |
| --- | --- | --- |
|  | ORGANISATION | GOA SHIPYARD LIMITED |
|  | DEPARTMENT | Purchase (Hull) |
|  | TYPE OF TENDER | **Open tender** Two Bid System(Part – I Techno Commercial Bid, **(WITHOUT PRICE)**Part – II Price Bid),**(WITH PRICE)** |
|  | TENDER REFERENCE NUMBER & DATE |  **G25/VHS/** **113812-13/1267- 68 dated 29.03.2023** |
|  | DESCRIPTION OF GOODS/ SERVICES/TURNKEY. | Electro Hydraulic Watertight Sliding Door for PCV Project GSL Yard Nos. 1267-68.Detailed Scope attached at Technical specification **H-TA-161110-25 Rev A dtd 01.09.2021** |
|  | DELIVERY SCHEDULE  | **FOR INDIGENEOUS BIDDERS****F.O.R GSL, Goa Delivery basis.****Yard 1267:** Main Equipment & OBS: 6 months from date of PO **Yard 1268:** Main Equipment & OBS: 8 months from date of PO**FOR OVERSEAS/ FOREIGN BIDDER****FOB Delivery:****Yard 1267:** Main Equipment & OBS: 5 months from date of PO**Yard 1268:** Main Equipment & OBS: 7 months from date of PO |
|  | BID VALIDITY | **Major Equipment:** 180 days from the date of opening of technical Bid.**OBS:** 180 days from the date of opening of technical Bid.**B&D Spares:** 18 months from the date of technical Bid opening. |
|  | BID CLOSING DATE | **26.04.2023 at 1500 hrs** |
|  | BID OPENING DATE | **26.04.2023 at 1530 hrs** |
|  | OFFICER INVITING BIDS | Sr. Manager (PUR) |
|  | BID OPENING AUTHORITY | GSL Purchase / Finance Officer |
|  | ADDRESS | Goa Shipyard LimitedNew Vaddem, Vasco-Da-Gama,Goa - 403802 |
|  | CONTACT DETAILS | **A) FOR COMMERCIAL RELATED ISSUES**Manager (Purchase)Name :Amol WaghEmail id: amolwagh@goashipyard.comTel No.: +91 9967551988Senior Manager (Purchase)Name :Viraj SawantEmail id: virajsawant@goashipyard.comTel No.: +91 0832-2512152 (4554)**B) FOR TECHNICAL RELATED ISSUES**Dy Manager (Design – Hull)Name: Devarapalli AnuragEmail ID: deverapallianurag@goashipyard.comTel no.: +91 0832 2512152 (4312) |

1. **TENDER WILL HAVE A TIME SCHEDULE ALONG THE LINES AS INDICATED BELOW:**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Particulars** | **Date****(DD/MM/YYYY)** |
|  | Tender Publication date | **29.03.2023** |
|  | Start date for seeking Clarification on-line | **29.03.2023** |
|  | Last date for seeking Clarification on-line | **20.04.2023** |
|  | Bid submission end date | **26.04.2023 at 1500 hrs** |
|  | Technical Bid Opening date | **26.04.2023 at 1530 hrs** |

1. **SUBMISSION OF BID IN TWO BID SYSTEM:** Bid must be submitted in two parts through GSL Tender Box. Bidders are requested to log on to GSL website for downloading documents against above tender. **Bid will be accepted off-line (HARD COPIES IN SEALED ENVELOPES).**
2. **MODIFICATION TO THE BIDS:** Please note that No modified Bids shall be accepted post tender opening.
3. **TECHNO COMMERCIAL BID: COVER - I**

All following documents required in **COVER I** details are to be submitted without fail.

|  |  |  |
| --- | --- | --- |
| **DOCUMENT NO** | **REQUIRED DOCUMENTS FROM BIDDERS IN COVER I** | **NAME OF DOCUMENT** |
|  | Complete Tender document, drawings, corrigendums and addendums, if any, issued by GSL duly endorsed (signed and stamped) at the bottom of each page by the Bidder | TENDER DOCUMENT |
|  | Documents in line with Pre-Qualification Criteria (PQC)  | PQC DOCUMENT |
|  | Copy of Earnest Money Deposit (EMD)  | EMD |
|  | Detailed Technical offer in line with Technical Specifications & Scope of Supply as per **Annexure I** duly signed & stamped | TECHNICAL BID |
|  | Deviations in the Technical Specifications (as per **Annexure I**) if any duly signed & stamped | TECHNICAL DEVIATION |
|  | Detailed Commercial Bid in compliance with GSL’s Commercial Terms & Conditions (CTC) duly signed & stamped:- Indigenous firms - **(Annexure III)**- Foreign firms - **(Annexure IV)** | COMMERCIAL BID  |
|  | Bidder to confirm whether quoted or not quoted against all items indicated in the Price Bid format as per **Annexure II** duly signed & stamped | UN PRICED BID |
|  | Compliance to GSL Commercial Terms & Conditions (CTC) in the prescribed format duly signed & stamped as per **Annexure V a - for Indigenous firms &** **Annexure VI a - for foreign firms**  | COMMERCIAL COMPLIANCES |
|  | Deviations if any in Commercial Terms & Conditions in prescribed format duly signed & stamped as per**Annexure V for Indigenous firms &** **Annexure VI for overseas firms**  | COMMERCIAL DEVIATIONS |
|  | List of the following Annexures duly signed & stamped**:**1. Item wise OBS (as per **Annexure VII**)
2. Item wise B&D Spares (as per **Annexure VIII**)
 | UN PRICED SPARES |
|  | Compliance to GSL Prescribed PBG format duly signed & stamped as per **Annexure IX for Indigenous firms &** **Annexure X for foreign firms**  | PBG COMPLIANCE |
|  | GST Invoice format duly signed & stamped as per **Annexure XI** **(Applicable to Indigenous Suppliers)**  | GST INVOICE COMPLIANCE |
|  | ECS Mandate format duly signed & stamped by firm and their Banker as per **Annexure XII** **(Applicable to Indigenous Suppliers)** | ECS MANDATE |
|  | Progress Report Bar Chart/ Monthly Progress Report Format duly signed & stamped as per **Annexure XIII**  | PROGRESS REPORT COMPLIANCE |
|  | Purchase Order Acceptance format duly signed & stamped as per **Annexure XIV**  | PO ACCEPTANCE COMPLIANCE |
|  | Compliance to GSL Loading Factors duly signed & stamped as per **Annexure XVI**  | COMPLIANCE TO GSL LOADING FACTOR |
|  | MSE Status Declaration by the Bidder (if applicable) duly signed & stamped as per **Annexure XVII** | MSE STATUS DECLARATION |
|  | Self declaration by the Bidder duly signed & stamped as per **Annexure XVIII** | SELF DECLARATION |
|  | 15CB Format duly signed & stamped by firm and their Banker as per **Annexure XIX** (Applicable to Foreign Suppliers) | 15CB DECLARATION |
|  | Self attested copy of GST and Permanent Income Tax Account Number duly signed & stamped as per **Annexure XX** (Applicable to Indigenous Suppliers) | GST DETAILS |
|  | Checklist for attachments to Price Bid duly signed & stamped as per **Annexure XXI.** | CHECKLIST OF PRICE BIDS |
|  | Total Checklist for the documents to Techno-Commercial Bid duly signed & stamped as per **Annexure XXII**. | CHECKLIST OF TECHNO-COMMERCIAL BID |
|  | If any other documents required to be submitted duly signed & stamped | OTHER |

Note: If ‘Commercial Deviations’ have cost implications, the same will be considered for loading for commercial evaluation.

1. **PRICE BID : COVER II**
* Where, any row or column is not applicable, the Bidder has to indicate ‘0’ (Zero) against this.
* In case of the price of any of the Sl. No. in the Price Bid format are included in the basic price of the equipment, zero value to be indicated against concerned Sl. No.
* Order will be finalized on technically & commercially cleared, L-1 Bid meeting the provisions of the tender terms.
* If the Technically & Commercially cleared lowest Bidder’s L-1 price does not qualify for considering the firm for placement of order, if the quoted prices are not found to be reasonable. This may necessitate conducting Price negotiating committee (PNC) meeting with commercially & technically cleared firm.

**Price Bid for following items indicating Unit Rate to be submitted.**

1. OBS indicating Unit Rate as per **Annexure VII**

**(Total value of OBS as per Annexure VII should match with value indicated at Sr. no. 2 of Price Bid Format 1)**

1. B&D Spares indicating Unit Rate as per **Annexure VIII**

**(Total value of B&D Spares as per Annexure VIII should match with value indicated at Sr. no. 6 of Price Bid Format 2)**

1. **CLARIFICATIONS:** Bidders shall seek clarification about the techno-commercial conditions or any perceived ambiguity in the price bid format, or in respect of which they want some relaxation/ modification, along with the details thereof and the extent of variation, if any, i.e. from **29.03.2023 to 20.04.2023.** The clarifications sought will be addressed 7 days prior to the tender closing date. If considered necessary, pre-bid meeting may be held with the bidders seeking clarification, the date and time for the same shall be published as a corrigendum to the tender a day in advance of the pre-bid meeting date.

Following the meeting, written communication shall be issued to all bidders in the form of corrigendum to the tender, containing the clarifications on the issues discussed, including relaxation in/ modification to the techno-commercial conditions and the price bid format.

It is confirmed that the clarifications and/ or modifications issued as a part of the pre-bid meeting shall be deemed to be a part of the tender enquiry (TE) and the bidders shall diligently take those into account while submitting techno-commercial and price-bids.

Decision of GSL on the clarifications/ modifications shall be final and if required the TE shall be retracted and the case re-initiated ab initio.

1. **BID VALIDITY:** The details of Bid validity is as per para 7 above (i.e. **Major Equipment:** 180 days from the date of opening of technical Bid, **OBS:** 180 days from the date of opening of technical Bid, **B&D Spares:** 18 months from the date of technical Bid opening.The Bidder shall not, during the validity period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/ conditions thereof without the written consent of GSL. If a Bidder is found violating this condition, GSL shall have right to take appropriate further action. A bid valid for shorter period shall be rejected by the procuring officer. The Procuring Officer may also request the consent of the bidder for extension of the bid validity. Such request shall be made formally. In such cases, EMD validity (if applicable) shall also be suitably extended.

Under any circumstances, GSL shall not be liable to the Bidders for any direct/ indirect loss or damages incurred by them arising during offer submission.

1. **INSTRUCTION TO THE BIDDERS FOR FILLING OF PRICE BID:**
2. Foreign Bidder shall quote their rates for Main Equipment, Service Assistance, and Onboard Spares & Documentations on CFR Nhava Sheva / Mumbai Seaport, India basis in Price Bid Format 1.
3. Indigenous Bidder shall quote their rates for Main Equipment, Service Assistance, Onboard Spares & Documentations on FOR GSL, Goa delivery basis in Price Bid Format 1.
4. To arrive L-1 price, conversion of foreign currency into Indian rupee will be made at the prevailing TT selling exchange rate of State bank of India (SBI) on the date of closing of the tender.
5. Prices quoted in the Price Bid Format towards **Base & Depot spares will not be considered for arriving L-1 price (Sr. no. 6 of** Price Bid Format 2**) (refer para no 23 (j) below).**
6. Prices quoted towards **Re-preservation charges will not be considered for arriving L-1 price (Sr. no. 7 of** Price Bid Format 2**).** However, the same is an optional price which will be referred at later stage when the need arises.
7. Service Engineer charges for **additional man days** (**Sr. no. 8 of** Price Bid Format 2) during the guarantee/ warrantee period of the equipment i.e. after commissioning of the equipment/ system, a lumsum charges/ day basis inclusive of To & Fro, lodging, boarding, conveyance etc. valid till expiry of guarantee/warrantee period to be indicated in the Price schedule which **will not be considered for arriving L-1 price**. However, the same is an optional price which will be referred at later stage when the need arises.
8. **Additional Guarantee/ warrantee charges quoted in (**Sr. no. 9 of Price Bid Format) **will not be** **considered for arriving L-1 price.** However, the same is an optional price which will be referred at later stage when the need arises.
9. **On Board Spares (OBS):**

Foreign Bidder shall quote their rates for Onboard Spares on CFR Nhava Sheva / Mumbai Seaport, India basis in Price Bid Format 1.

Indigenous Bidder shall quote their rates for Onboard Spares on FOR GSL, Goa delivery basis in Price Bid Format 2.

However, item wise breakup cost for OBS with item part no. should be submitted in the prescribed format along with Price Bid (Cover II) as per **Annexure VII.**

Please note that, OBS price as per the finalized list during TNC meeting will be considered for arriving at L1 Firm.

Unit rates of OBS as per the OBS list frozen during Technical Negotiation Committee (TNC) will be negotiated & finalized during the PNC meeting (if required) for Main Equipment or subsequently.

1. **Base and Depot Spares (B&D):**

**Prices quoted towards Base & Depot spares will not be considered for arriving final price.**

Firm should indicate price Bid for B&D Spares per set for 02 ships in the Price Bid Format 2 along with main equipment price**.**

However, item wise breakup cost for B&D spares with item part no. should be submitted in the prescribed format along with Price Bid (Cover-II) as per **Annexure VIII.**

The B&D spares Bid will be forwarded to Owner by GSL for Ranging & Scaling (R&S).

During R&S the quantity of B&D spares may increase or decrease. The order for B&D spares will be placed separately as per the R&S list, recommended by the Owner and after the Price Negotiation committee meeting.

1. **BID REJECTION CRITERIA:**
2. **Bids shall be categorically rejected if:**
3. Bidder not agreeing to furnish PERFORMANCE BANK GUARANTEE **(PBG)**
4. Bidders not meeting Pre Qualification Criteria **(PQC)**
5. Offer without EMD would be considered as non-responsive and summarily rejected.
6. Bidder not agreeing to submit Security Deposit **(SD).**
7. **Following Bid rejection criteria shall also render the Bids Liable for Rejection.**
8. Bidder’s failure to reply to clarifications sought during evaluation of the bids within the given period which may range between two to three weeks depending on the deficiencies noticed in the bids or drawings or technical data provided the last date for submission of clarification is within the validity period of offer.
9. Misleading bids with malafide intention, in the considered opinion of TNC.
10. Technical requirements and/ or terms not acceptable to GSL or Customers.
11. Submission of abnormally/ freak low Bid: An abnormally/ freak Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price.
12. Validity period indicated by Bidders is considerably shorter than that specified in the tender enquiry.
13. Non submission of Bid for On Board Spares, Base & Depot Spares.
14. Bidders not agreeing to provide assistance for installation of equipment supplied by them or stand guarantee for the equipment supplied or quoting to only one part of the tender while not submitting quote to the other part which is, inseparable with the first part.
15. Wherever Price Variation Clause (PVC), Exchange Rate Variation (ERV) and Price escalation clause are not allowed as per this Tender but the bidder(s) quoted with PVC, ERV and Price escalation clause.
16. PRICE BID not submitted in the GSL format.
17. Submission of forged documents or false declarations made or indulging in corrupt practices or not following to the code of conduct.
18. **OPENING OF TENDER & EVALUATION:** The Technical and Price bids received through tender box will be opened on the scheduled date and time. The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from bidder, GSL will seek such clarifications. If required, they will be called for technical discussions. The bidder has to present for technical discussions if called for either in person or video conferencing.

After evaluation of Techno- commercial-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. In case of non-acceptance of tender, reason shall be furnished. E-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

The Price-bid of the successful bidders (techno-commercially qualified) will be opened on the scheduled date. The bidders will get the information regarding the status of their financial bid and ranking of bidders. Bidders intending to witness the Tender opening may be present for witnessing the opening.

1. **BID EVALUATION CRITERIA:**

Tenders will be evaluated for technical suitability in the first instance. Offers found technically suitable will be further processed for commercial evaluations which are strictly as per the commercial terms and conditions stipulated in the tender documents. Deviations to the tender conditions are not acceptable. Any firm found deviating the tendered Commercial Terms & Conditions, even if found technically qualified may be liable for rejection. Only Techno-commercially qualified offers will be considered for “Price Comparison”.

The criteria for deciding ‘L-1’ (Lowest Bidder) will be overall landed least cost to GSL (on Least Cost System) which is technically/ commercially advantageous to GSL. GSL decision, in this regard, will be final and binding on the bidder.

The L1 (Lowest Bidder) bidder will be decided by summing up the basic price from Sr. Nos. 1 to 5 of the PRICE BID FORMAT after applying the loading factor wherever applicable as indicated in the tender document to arrive overall landed least cost to GSL. Non-submission of any price component by bidder will be taken as ‘zero’ by the system; the evaluation will be done accordingly.

**Notes:**

* + - * 1. Financial evaluation will be done without considering GST rate to determine L1 status of bids in view of Input Tax Credit (ITC) mechanism applicable to B2B scenario.

b. L1 bidder will be evaluated by applying the relevant loading factors/ parameters as per GSL procurement norms.

1. **CORRECTION OF ERRORS:**

Bids determined to be responsive will be checked by the GSL for any arithmetic error. Errors will be corrected by GSL as follows:

Where there is a discrepancy between the rates in price bid format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate as quote will be considered.

1. **RANKING OF BIDDERS:** Ranking of price bids shall be done on the basis of “overall landed least cost to GSL, exclusive of taxes & levies”.
2. **EARNEST MONEY DEPOSIT:** DD/ Bank Guarantee towards EMD in favour of Goa Shipyard Limited, payable at Vasco da Gama, Goa for Rs.40,000/- to be submitted. The offer who’s EMD receives by GSL after the tender closing time & date will be rejected and returned to the firm. Offers without EMD would be considered as non-responsive and summarily rejected. Please refer clauses of CTC of the tender for EMD submission and exemptions.
3. **IPR (INTELLECTUAL PROPERTY RIGHTS) CLAUSE:**
4. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights of the OEM or their sub vendors applicable for the product & services delivered under this tender/contract.
5. The firm shall indemnify GSL against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the scope of work and completion of the supplies including Base and Depot spares, On Board Spares, all other spares, Special Maintenance Tools {SMTs)/ Special Technical Equipment (STEs), technical literature and training aggregates irrespective of the fact of Infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
6. The vendor/ contactor confirms that there is no violation of IPR of the products supplied or service(s) rendered. In case of infringement or trespass of a third party’s IPR, whether knowingly or unknowingly, the contractor/vendor shall be solely responsible for all third party claims, actions, damages or proceedings and GSL will not be responsible /liable for the same, in any manner whatsoever.
7. Vendor/ Contractor agrees to indemnify and keep indemnified the GSL from and against all liabilities, costs, claims, losses, expenses (including legal fees) and damages arising from or incurred by reason of any third party claim arising, directly or indirectly, out of any infringement or alleged infringement of the Intellectual Property Rights with respect to the product supplied or service(s) rendered.
8. **CONDITION UNDER WHICH THIS TENDER IS ISSUED:** This Tender is being issued with no financial commitment; and GSL reserves the right to withdraw the tender and any change or vary any part thereof at any stage. GSL reserves the right to close the Tender during the tendering process, without assigning any reasons, without any financial implication to GSL and GSL will not entertain any claims, of whatsoever nature, from the vendors. GSL also reserves the right to accept or reject in full or part of the tender, or to withdraw the tender in toto, without assigning any reasons thereof. The decision taken by GSL in this regard shall be final and binding to all suppliers.

Your Offer must be submitted in Two Cover System (Part I- Technical Offer & Part II- Price Offer) sealed in a Separate Envelope super scribing tender reference no. **G25/VHS/** **113812-13/1267- 68 dated 29.03.2022** & **26.04.2023** due date and should be addressed to the **HOD (Commercial), Goa Shipyard Limited.**

Your offer super scribing Tender Ref. No. & date, Bidders name and due date should reach us on or before **26.04.2023** 1500 hrs.

We shall be pleased to have your lowest Bid on the subject tender

Thanking you.

 **Yours faithfully,**

**For GOA SHIPYARD LIMITED**

 **Amol Wagh**

 **Manager (Purchase)**

**Encl:**

1. Technical Specifications (**H-TA-161110-25 Rev A dtd 01.09.21** ) **(Annexure I)**
2. PRICE BID FORMAT **(Annexure II)**
3. Commercial Terms & Conditions – Indigenous **(Annexure III)**
4. Commercial Terms & Conditions - Imported (**Annexure IV)**
5. Compliance Matrix of Commercial Terms & Conditions (Indigenous) **(Annexure V)**
6. Compliance Matrix of Commercial Terms & Conditions (Import) **(Annexure VI)**
7. Item wise Price Schedule format for OBS **(Annexure VII)**
8. Item wise Price Schedule format for B&D **(Annexure VIII)**
9. PBG format for (Indian Bidder) **(Annexure IX)**
10. PBG format (Foreign Bidder) **(Annexure X)**
11. GST Invoice format (Indian Bidder) **(Annexure XI)**
12. ECS Mandate form **(Annexure XII)**
13. Bar Chart/ Monthly Progress Report Format **(Annexure XIII)**
14. Order acceptance format **(Annexure XIV)**
15. Loading factor **(Annexure XVI)**
16. Declaration of MSE (Indian Bidder) **(Annexure XVII)**
17. Self Declaration by Bidder **(Annexure XVIII)**
18. 15 CB Form (Foreign Bidder) **(Annexure XIX)**
19. GST Details (Indian Bidder) **(Annexure XX)**
20. Checklist for attachments to Price Bid **(Annexure XXI)**
21. Total Checklist for the documents to Techno-Commercial Bid **(Annexure XXII)**
22. EMD Format **(Annexure XXIII)**
23. Security Deposit Format **(Annexure XXIV)**

Date……………………. Signature………………………….

Place…………………… Name……………………………...

 Designation……………………….

 Seal………………………………...