

Mazagon Dock Shipbuilders Limited
(Submarine Division)

SINGLE GEM TENDER: GEM/2026/B/8102675

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF SUPPLY

MAZAGON DOCK SHIPBUILDERS LTD. (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal for the following supply including services from Indian Firms.

This is a Single Tender enquiry on nominated vendor M/s Jotun India Pvt. Ltd. Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

Sub: - procurement of Paints (04 Types) from M/s Jotun India Pvt Ltd for Boat-6

(A) TENDER ENQUIRY FORM:

1.	Description: Procurement of Paints (04 Types) from M/s Jotun India Pvt Ltd for Boat-6 The detailed scope of Supply is attached as Enclosure-1 . Note: Bidder/Supplier shall ensure that supply of paints is fully compatible and suitable for use with the respective main equipment ordered by MDL.
2.	Instructions to the bidder: Bidder should submit all documents strictly through GeM Portal only.
3.	Validity Period: Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
4.	Earnest Money Deposit (EMD): Not Applicable
5.	Submission of offer: - (SINGLE BID) Offer must be forwarded through GeM Portal in <u>SINGLE BID</u> and scanned copies of the below mentioned documents to be attached in the offer: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). Tender Enquiry Form (TEF) (Enclosure-4) & DEVIATION SHEET (Enclosure-5) duly filled as ACC or DEV to be submitted. ii) Bidder to submit signed scanned copy of this complete document with Scope of Supply as acceptance. iii) Duly filled Rate sheet clearly indicating applicable GST against each line item. iv) Bidder to submit Declaration of Local content as per Enclosure-7 & 7a . Note: a) Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. Bidder should submit offer with all relevant documents. b) Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: <u>mwankhede@mazdock.com, vishalkumar@mazdock.com</u>
6.	Pre-Qualification Documents & Criteria: - Not Applicable

7.	DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services) Termination due to Breach, Default, and Insolvency (a) Defaults and Breach of Contract In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia: (i) Default in Performance and Obligations If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL. (ii) Insolvency If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure. (iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors; (b) Notice for Default As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. (c) Terminations for Default (i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per subclause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor. (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that. (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination. (d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies. (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). (iii) Recover liquidated damages and invoke denial clause for delays. (iv) Encash and/ or Forfeit performance or other contractual securities. (v) Prefer claims against insurances, if any. (vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause. (vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.
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8.	Bid Rejection Criteria:- Following criteria for rejection of the bids: (A) Categorical Rejection: 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) Bids received through other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. (B) Liable for Rejection Criteria Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases: (i) OEM/Authorized Dealer/Agents of Supplier: Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected. There can be only one bid from the following: (a) The principal manufacturer directly or through one Indian agent on his behalf; and (b) Indian/foreign agent on behalf of only one principal.
9.	Delivery Schedule: a) Delivery Period: i. Firm shall deliver the ordered material in partially and staggered manner to meet MDL's production requirements till completion of ordered. However, all items to be delivered within 30 days. ii. Firm shall refer POS SCI-049065 K for additional information on type of material. However, items & quantities of items shall be as per order only. The firm should provide following documents at the time of delivery: a) The paint shall be supplied by the OEMs under self-certification b) Material test certificate to be provided. c) Repair and maintenance policy to be provided. d) Material safety data sheet to be provided. e) Guarantee/ Warranty Certificate b) The detailed scope of supply is placed at Enclosure-1. c) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms. Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery of items in MDL. You are requested to confirm the delivery schedule in the offer.
10.	Consignee/Delivery: The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to: Consignee/delivery Address: MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai –India 400 010. Phone: 022-23763651/52

	Officer IN Charge – East Yard Stores
11. Pricing:	a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid. b) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Supply / Work (Enclosure 1). c) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties. d) Bidder shall submit blank rate sheet (Enclosure-2) clearly indicating GST % along with techno-commercial offer.
12. Terms of Payment:	Advance payments are discouraged and therefore are to be considered as not allowed. 100% Payments for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages if any, shall be made through bank transfer by NEFT within 15-20 days on submission of following documents: a) One original and two copies of signed Invoice showing item wise description & prices as per order. b) Signed Goods Receipt Note (GRN) copy c) Copy of Guarantee/Warranty Certificates as per the paint scheme from date of door delivery. d) Copy of Delivery Challan Note: GRN copy is MDL internal document. Balance documents are to be submitted by firm. Bidders shall furnish all the necessary details like name of the bank/branch, branch code No, bank account no in their technical bid.
13. Inspection/acceptance criteria:	Receipt Inspection will be carried out by MDL (QA-EY) & SOT (MB) at MDL East Yard Stores. Note: - Paint performance certificate will not be part of payment documents but the firm needs to submit the same for record purpose.
14. Guarantee/ Warranty:	Firm shall provide guarantee/Warrantee of 6 months.
15. Technical Assistance:	Firm shall depute your Technical Advisor on board at MDL to supervise the surface preparation & paint application without any cost to MDL and shall be providing all the technical assistance for paint application.
16. Performance Security (Performance Bank Guarantee cum Security Deposit):	Not Applicable
17. Integrity Pact:	Not Applicable
18. 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, a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
19. Liquidated Damages:	Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half

	percent) per week or part thereof, subject to maximum of 10% of the undelivered /unfinished portion of the order/ contract.
20.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
21.	JURISDICTION OF COURTS All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
22.	Claims by Firms: No claims by the firms will be entertained after 03 years from date of execution/completion of order.
23.	In case of any technical clarifications, bidder is requested to contact Mangesh Chandrakant Wankhede, CM(Design), Email Id : mwankhede@mazdock.com Ph No- 02223763032, before the closing date of the tender.

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

Yours Faithfully,

Purchase Executive: Mr. Vishal Kumar
Deputy Manager, Project-Commercial
Tel. 022-23762608
Email: vishalkumar@mazdock.com

Enclosures:

Enclosure-1: Scope of Supply

Enclosure-2: Rate Sheet format

Enclosure-4: TEF format

Enclosure-5: Deviation sheet

Enclosure-6: List of Banks

Enclosure-7: Declaration of Local content

Enclosure-7a: Actual Local content

Scope of Supply for GeM Bid No. GEM/2026/B/8102675

<u>RATE SHEET</u>	<u>RATE SHEET</u>	<u>Qty (Lt)</u>
1	2	3
10	Tankguard_412 Colour: Red Pack Size is 15 litres	240
20	Tankguard_Storage Colour: Light Red Pack Size is 18.8 litres	244
30	Jotun Thinner No.17 Pack size is 20 litres.	200
40	Jotun Thinner No.7 Pack size is 20 litres.	60

RATE SHEET FOR GEM BID NO: GEM/2026/B/8102675

<u>RATE SHEET</u>	<u>RATE SHEET</u>	<u>Qty (Lt)</u>	<u>Basic Unit Price (Rs)</u>	<u>Total Basic Price (Rs)</u>	<u>Total Price Including Tax (Rs)</u>	<u>GST %</u>	<u>HSN/SAC Code</u>
1	2	3	4	5	6	7	8
10	Tankguard_412 Colour: Red Pack Size is 15 litres	240					
20	Tankguard_Storage Colour: Light Red Pack Size is 18.8 litres	244					
30	Jotun Thinner No.17 Pack size is 20 litres.	200					
40	Jotun Thinner No.7 Pack size is 20 litres.	60					

Note: -

1) Bidder is requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.

2) Kindly indicate applicable GST rate with SAC/HSN code.

3) Firm to quote prices inclusive of all taxes & duties through GeM portal only and on not exceeding basis.

Company's Seal

(Signature, Name & Designation)

Date:

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)
TENDER ENQUIRY NO.: GEM/2026/B/8102675

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	Not Applicable
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.	Not Applicable	17.	Not Applicable	18.	
19.		20.		21.	
22.		23.		24.	

COMPANY'S NAME & ADDRESS :

SIGNATURE:
 DATE:
 NAME:
 DESIGNATION:
 BIDDER'S COMPANY SEAL:

NOTES:

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

GEM BID NO.: GEM/2026/B/8102675

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS__:

SIGNATURE :
DATE :
NAME :
DESIGNATION:
BIDDER'S COMPANY SEAL:

LIST IF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank

DECLARATION CERTIFICATION FOR LOCAL CONTENT

This declaration must form of all tenders & it contain general information and serves as a declaration form for all bidders (Before completing this declaration, bidders must study the General Condition, Definition, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR EXECUTIVE OR SENIOR MEMBER / PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No......
ISSUED BY: (Name of Firm)

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned,
(full names), do hereby declare, in my capacity as.....
of
(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provide at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

- (c) I have satisfied myself that the goods / services / works to be delivered in terms of the above specified bid comply with the local content requirement as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order
2012

☐

(applicable for MSE
manufacturers)

2) PPP MII 2017

☐

(applicable for Class I suppliers
as well as MSE manufacturers)

(Note: if not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

e) The local content calculated using the definition given above are as under:

Tender item Sr No	Local content calculated as above %	Location of Local value addition (Location shall be the specified as name of city or district etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient.

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to make in India) Order 2017 dated 16.09.2020

SIGNATURE:

DATE:

.....

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO No......
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

- (d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

- (e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

