

Bid Corrigendum

GEM/2024/B/4927698-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. **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.
4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
7. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
8. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):
NA

Post Receipt Inspection at consignee site before acceptance of stores:
MDL

9. 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.
10. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
11. Buyer Added text based ATC clauses

1. **DESCRIPTION & SCOPE OF WORK:**

- (i) **MAIN EQUIPMENT/ITEM/SYSTEM** Design, Manufacture, Supply and Commissioning of Fresh Water Pumps along with control panel & Hydrophore tanks for MDL Yard 16101 for Coast Guard Training Ship of CGP (Y-16101) as per TSP No. 3027, Rev 01 dtd.22.04.2024.
- (ii) **ON BOARD SPARES (OBS):**
 OBS for sufficient quantity for exploitation & on-board maintenance up to 2 years from date of completion of " Standard Warranty" (As mentioned in warranty cl no.26 of SOTR) is required to be provided along with the main equipment. Please refer SOTR for more details)
 - (i) OBS will be ordered along with the main equipment.
 - (ii) It is mandatory to quote OBS for 2 year of exploitation period.
 - (iii) For ranking the bids OBS cost will be considered.
- (iii) **DOCUMENTATION:** As per SOTR
- (iv) **SERVICES OF ENGINEERS:**
 - (i) Technical assistance is to be provided as per the scope mentioned in TSP.
 - (ii) Price for Services of Engineers to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per TSP.
 - (iii) Please note that it is the sole responsibility of the vendor to complete the trials till SATs including commissioning within quoted prices of services of Engineers.
 - (iv) While deputing Service Engineers for attending on board activity against MDL's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable MDL to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.
- (v) **TRAINING:** Training package is to be provided as stipulated in SOTR. The cost towards training is to be quoted against the line item on lump-sum basis.
- (vi) **EXTENSION OF WARRANTY:** Supplier shall mandatorily indicate the monthly rate for extended warranty period beyond standard warranty period (as mentioned in the SOTR), in the event of expiry of warranty period. The extended warranty charges to be quoted for Main equipment excluding OBS, documentation, services, training etc. This charges will be loaded at the time of ranking.
- (vii) **EXTRA MAN DAYS CHARGES:** Firm shall mandatorily quote extra applicable man day charges for two years. Extra man day charges for 1st year (from 31.03.2025 to 31.03.2026) & Extra man day charges for 2nd year (from 31.03.2026 to 31.03.2027) as mentioned in SOTR . The same will be considered for ranking.
- (viii) **BASE & DEPOT (B&D) SPARES:**
 - (i) Base & Depot spares are to cover spares requirement for major maintenance/overhaul requirements for 5 years including two refits.
 - (ii) B&D spares list along with Comprehensive Part Identification list (CPIL)/Manufacturers

Recommended list of Spares (MRLS) for five-year exploitation and maintenance.

- (iii) Itemized list with cost along with a copy of the maintenance schedule for the equipment is to be provided in the offer. Itemized list (in LMS format to be submitted in soft copy in excel) of Base & Depot spares should be as per Annexure 7 of SOTR.
- (iv) The B & D Spares shall be procured by MDL on behalf of Indian Coastguard. The B & D spares shall be ordered at a later date after ranging and scaling of the spares done by Indian Coast Guard.
- (v) The delivery of B & D Spares shall be prior to the commissioning of ship. The tentative delivery date for the supply of B & D Spares shall be indicated in the tender enquiry.
- (vi) The B&D spares ordered by MDL shall be delivered to CGSD (Mumbai)
- (vii) Itemized prices for B&D spares (along with the part no) for five years exploitation period with price validity for **18 months** from the tender closing date to be submitted along with the offer
- (viii) After ranging & scaling by Indian Coast Guard (ICG), order for finalized/approved B&D spares would be placed separately by MDL on behalf of ICG.
- (ix) It is mandatory to quote for B & D Spares. Bidders not quoting for B&D Spares falls under rejection criteria. MDL reserves the right to negotiate prices quoted for B&D Spares.

Note:

a) Bidders shall quote for all line item in the tender, failing of which offer of the firm falls under rejection criteria.

b) MDL reserves the right to invoke the option of extension of warranty/Extra man days charges as and when required. It is not mandatory to MDL to avail this services.

2. Following vendor are nominated for Fresh Water Pump System. Offer received from other than below mentioned vendor will not be considered for the requirement and will be categorically rejected.

- i) M/s. Kirloskar Brothers Ltd, Pune
- ii) M/s. Spx Flow Technology pvt ltd, Mumbai
- iii) M/s. B.E. Pumps pvt ltd, Visakhapatnam
- iv) M/s. Hydrodyne Teikoku (India) pvt ltd, Mumbai
- v) M/s. Flow Tech Pumps & Motors, Bangalore
- vi) M/s. Demsi Pump Nadergul, Hyderabad
- vii) M/s. Cri Pump, Coimbatore
- viii) M/s. Royson Engineering, Mumbai
- ix) M/s. WPIL, Thane
- x) M/s. KSB Pumps
- xi) M/s. Protecto, Mumbai
- xii) M/s. Meru Pump, Ahmedabad

3. EARNEST MONEY DEPOSIT: Not applicable

4. PRE-QUALIFICATION CRITERIA:

a) **Technical Pre-qualification:** Not Applicable

b) **Commercial Pre-qualification:** Bidders are requested to submit documents required for Vendor registration. (i.e. PAN card, GST certificate & Cancelled cheque)

5. VALIDITY PERIOD OF OFFER:

(A) Main Equipment, OBS, Services , Training etc (Excluding B & D Spares)

Bid / Offer shall have the validity period of **180 days** from the tender closing date.

(B) B&D Spares:

Prices quoted for B&D spares should be valid for a period of **18 months** from the tender closing date.

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

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

(i) Declaration of "Local Content as specified in the tender.

(ii) On Board spares (OBS) list with cost breakup in percentage of total OBS cost for 2-years exploitation period.

(iii) List of B&D spares with itemized cost breakup in percentage as per Appendix of SOTR

(iv) Warranty extension charges and Extra Man-day charges.

(v) Submission of offer to MDL: Supplier/Bidder/ Vendor to ensure that Hard & soft copies (as per SOTR) of "Technical offer" is sent to "HOS(D-Engg), Kind Attn: Mr. Bharat, DM(D-Engg), Mazagon Dock Shipbuilders Limited, 2nd Floor, West Block, Dockyard Road, Mumbai - 110010" Tel. no. 022 23763041, 022 23763373

b) **Part-II (Price Bid)**:

(i) Prices for each of the listed items has to be uploaded on GEM.

(ii) Bidders shall upload itemized prices for B& D Spares as per appendix in Additional financial documents.

7. DELIVERY PERIOD/COMPLETION SCHEDULE:

(i) Main Equipment, OBS & Documentation: PO + 6 months

(ii) Installation, STW, HATs, SATs & Commissioning : PO + 19 months

(iii) Training : PO + 24 months

8. Consignee/Delivery location:

Mazagon Dock Shipbuilder Ltd,
Anik Chembur Store,
Kurla Mahul Road, Mumbai-400074.

9. WARRANTY/GUARANTEE:

(a) The equipment along with associated auxiliaries/components shall be guaranteed/warranted by equipment supplier for the stipulated performance for a period of 20 months from the date of delivery of equipment to MDL store or 12 months after planned delivery date of the ship by shipyard/MDL to the Indian Coast Guard, whichever is later. Planned delivery date of Y-16101 is Dec 2026. Detailed Warranty clause refer SOTRcl no. 26.

The Supplier cannot absolve their responsibility for warranty of system even though it is inspected & approved by Coast Guard and MDL.

(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 noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

10. PERFORMANCE SECURITY (EPBG):

(a) Performance Security for an amount equal to 5% of each order value payable in Indian Rupees shall be submitted.

(b) Performance Security is to be furnished as per GeM after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

11. PRESERVATION & PACKING: Not Applicable

12. TAXES & DUTIES: To be included in the submitted quote, as per GEM & Govt. guidelines.

13. INSPECTION:

(a) Material Test Certificate & Receipt inspection by MDL.

(b) 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.

14. Payment Terms:

(a) **Main Equipment, OBS & Documentation:**

(i) On receipt of Invoice, 95 % of Payment shall be made within 15 days from generation of Consignee Receipt & Acceptance Certificate (CRAC) of material and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

(ii) Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PS of equivalent amount valid up to warranty period plus 60 days claim period.

(b) **Services/Training:** 100% payment for all kinds of services like STW, HAT, SAT, installation, commissioning assistance, training wherever included in the same order will be admissible for payment within 15 days from Generation of CRAC & submission of original Work Completion Certificate & SAP Service Sheet signed by CM or above of production/planning dept. and ink signed invoice.

15. **CONTACT DETAILS FOR QUERIES:** In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

D (a) Design dept.: Mr. Bharat, DM(D-Engg)

E-mail id : bvbharat@mazdock.com

(b) Commercial dept: Mr. Rupesh Mane, DM(C-CGP):

E-mail id rbmane@mazdock.com

Corrigendum I

1. Pre-Dispatch Inspection:

(i) As mentioned in the SOTR section II sr no 1.13. The equipment is to be supplied with manufacturers Test Certificate only.

(ii) Any Pre-despatch inspection shall be manufactures Self certification only.

2. Factory Acceptance Test

(i) FATS are to be conducted and witnessed by manufacturer

(ii) Prior Intimation of schedule of FATS to be provided to MDL & ICG as per SOTR. MDL & ICG may also attend the FATS

3. Drawing & QAP approval

(i) Drawing & QAP to be submitted to MDL within 10 days from the placement of order

(ii) The same will be approved by MDL/ICG

4. Ranking of bids:

Ranking of bids will be done considering all line items together. B&D Spares will not be considered for ranking purpose.

Disclaimer

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 attached categories, 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.

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions