

## Bid Corrigendum

GEM/2024/B/4435551-C3

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. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
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):

ABS AND IRS Classification Society. Inspection charges to be borne by bidder.

Post Receipt Inspection at consignee site before acceptance of stores:

MDL

9. Buyer Added text based ATC clauses

1. a) Commercial Pre qualification:

(i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be at INR 22.5 Lakhs as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

(ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

b) Technical Prequalification criteria: The supplier should be manufacturer only. The supplier should have previously supplied Gun Metal or Nickel Aluminium Bronze Valves to any marine application. Supplier to provide PO copies along with proof of supply like Work Completion Certificate (WCC) or Inspection Release Note from Third Party Inspection Agency or Buyer Certified Invoice or Buyer Certified Delivery Challan.

2. Mode of dispatch and delivery instructions:

2.1 You may arrange to deliver the ordered Equipment / Items by appropriate Rail/Road transport mode and consign the same to:

M/s. Mazagon Dock Shipbuilders Limited,

ANIK CHEMBUR STORE, MAHUL ROAD

Mumbai

MAHARASHTRA- 400 074.

Tel. (022)2376 8500/8510.

In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores. Unloading facility for the equipment/Items will be arranged by MDL. Please note MDL stores will accept materials only between 8.30 A.M. to 11.30 A.M. and 12 noon to 3.30 P.M., on all working days except MDL holidays. We do not accept materials on Saturdays and Sundays. Materials brought to MDL after 3.30 P.M. will not be accepted. In this connection, for any clarification, you may contact our Officer-in-Charge (Goods Receiving Section) on Telephone No. 022- 2376 3236/3238/8500/8510. Please give 2 to 4 days advance intimation of delivery with its approximate dimensions and weight for arranging unloading.

2.2. Following document should be submitted along with material:

a) PO copy & subsequent amendments issued to it, if any.

b) Inspection Release Note (IRN) issued by nominated inspection agency.

c) Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and

d) Copy of Warranty Certificate

e) E-Way bill details are to be submitted during the delivery of the items.

2.3 Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

2.4 In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

3. BID REJECTION CRITERIA: Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

4. 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.

Technical:

Mr. Bharat, M(Design-P15B)- +91 22 23763401, bvbharat@mazdock.com

Mr. Santosh Sitaraman DGM ( Design-P15B)- +91 22 23763043, ssitaraman@mazdock.com

Commercial:

Mr. D S Chavan CM/PE(C G P)- +91 22 23762782, dschavan@mazdock.com

Mr. Arindam Ghosh, DM (C G P)- +91 22 23762773, aghosh@mazdock.com.

5. Inspection charges are to be borne by Vendor.

6. Post placement of order firm has to deliver all documents at free of cost to MDL.

7. Drawing & QAP Approval Plan:

a) Vendor shall submit the drawings & QAP for approval to classification society (ABS or IRS) for approval within 2 weeks of placement of order. 1 set of drawing & QAP to be submitted to MDL as well for review & comments.

b) MDL/Class shall submit the comments on drawings & QAP if any within 1 week.

c) Vendor shall be completely responsible to get drawings & QAP approved from class within stipulated time

d) Vendor has to meet delivery timeline accordingly.

8. Attached TSP No.SB/D-E/TS/16101/101 to be referred and complied of by bidder.

9. Tender corrigendum is as below:

Clause No./Reference	Clause	Existing clause	To be read as
GeM bid "Buyer Added Bid Specific Terms and Conditions"- Clause No 8	Pre Dispatch inspection	ABS or IRS Classification Society. Inspection charges to be borne by bidder.	ABS and IRS Classification Society. Inspection charges to be borne by bidder.
TSP Cl. 1.5		Vendor shall submit the drawings & QAP f	Vendor shall submit the drawings & QAP f

		or approval to classification society ( <b>ABS or IRS</b> ) for approval within 2 weeks of placement of order	or approval to classification society ( <b>ABS and IRS</b> ) for approval within 2 weeks of placement of order
TSP Cl. 1.6		All equipment/items shall be inspected by classification society ( <b>ABS or IRS</b> ). Cost for the inspection shall be borne by Vendor.	All equipment/items shall be inspected by classification society ( <b>ABS and IRS</b> ). Cost for the inspection shall be borne by Vendor.
TSP Cl. 1.6		Equipment should be manufactured to the highest quality and equipment should confirm to <b>ABS or IRS</b> rule requirement.	Equipment should be manufactured to the highest quality and equipment should confirm to <b>ABS and IRS</b> rule requirement.
TSP Cl. 3.19.3		<b>ABS or IRS</b> will inspect all items as per approved QAP.	<b>ABS and IRS</b> will inspect all items as per approved QAP.
Annexure - 1 Cl. 3.3		<b>ABS OR IRS</b>	<b>ABS and IRS</b>
Annexure - 2 Cl. 3.3		<b>ABS OR IRS</b>	<b>ABS and IRS</b>
Annexure - 3 Cl. 3.3		<b>ABS OR IRS</b>	<b>ABS and IRS</b>
Annexure - 4 Cl. 3.3		<b>ABS OR IRS</b>	<b>ABS and IRS</b>

10. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Mazagondock Shipbuilders Ltd Account No. 11079519138

IFSC Code  
SBIN0006070

Bank Name  
STATE BANK OF INDIA

Branch address  
COMMERCIAL BRANCH, NGN VAIDYA MARG, OPP HORNIMAN CIRCLE, FORT, MUMBAI 400023, INDIA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)