

ADDITIONAL TERMS AND CONDITIONS (ATC)

Mazagon Dock Shipbuilders Limited invites competitive bids from reputed Bidders / Suppliers in two bid system (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [http: gem.gov.in] for the following Scope of Work / Supplies, terms and conditions:

1. DESCRIPTION OF WORK: Procurement of Bullet Proof Jackets and Bullet Proof Helmets for Training Ship (TS) (Y-16101), New Generation Offshore Patrol Vessel (NGOPV) (Y-16401 to Y-16406) & Fast Patrol Vessel (FPV) (Y-16501 to Y-16514) of Indian Coast Guard Project.

2. PRE-QUALIFICATION CRITERIA:

A) Commercial Pre-Qualification Criteria: Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies.

B) Technical Pre-Qualification Criteria: vendor shall have past experience of supply of Bullet Proof Jackets and Helmets for Indian coast guard or Indian Army or Indian Navy or Indian Air Force. PO copies & Work Completion Certificate (Invoice, Delivery Challan, WDCs, etc) must be submitted with offer in support of past experience.

3. EARNEST MONEY DEPOSIT(EMD): EMD shall be submitted as per GEM Terms & condition of Rs. 1,50,000/-. EMD exemption is as per GEM conditions, bidders shall submit valid EMD/EMD Exemption Certificate at the time of bidding only. In case valid exemption certificate is not submitted along with original bid then bid will be rejected.

EMD is also exempted for the bidder's permanent registered with MDL. To qualify for EMD exemption, firms should necessarily submit **valid copy of the Registration Certificate issued by MDL, for Bullet Proof Jacket And Helmet / Material group 1002306** for which the offer is being submitted, in Part-I offer/ bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

EMD shall be forwarded to **DGM/PE (CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Shipbuilding Division, Dock Yard Road, Mumbai-400010, Maharashtra** in **sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date.** The scanned image of EMD shall be uploaded at Part-I tender stage.

Note:

- a) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- b) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security. The returned / refunded EMD would be interest free.

MDL Bank Details for direct bank transfer:

NAME OF BANK A/C HOLDER: MAZAGON DOCK SHIPBUILDERS LTD

BANK AND BRANCH: STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023

TYPE OF ACCOUNT: CURRENT

BANK ACCOUNT NO: 11079519138

IFSC CODE: SBIN0006070

SWIFT CODE: SBININBB101

PAN NO.: AAACM8029J

MDL GST: 27AAACM8029J1ZA

4. BID REJECTION CRITERIA:

- a) **Categorical Rejection Criteria:** 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 other than through e-portal (in case of e-tender).
 - (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - (iv) Bids received without EMD (other than those who are exempted from payment of EMD).
 - (v) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.
- b) **Liable for Rejection Criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

5. 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) EMD/ Valid Exemption Certificate as per tender terms
 - (ii) Local Content declaration
 - (iii) Other Technical Documents
- b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded on GEM.

6. REVERSE AUCTION:

- a) MDL reserves the right to extend, reschedule, postpone, suspend/pause, resume and extend the Reverse Auction, or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- b) If the lowest price received during ERA is unreasonable or it is unacceptable on ground of being too high when compared with estimated price, MDL reserves the right to seek justification of the price from lowest bidder.
- c) If the price is not considered reasonable, MDL may not accept such bid and can go for another tender process. MDL reserves the right to cancel the tender cum RA process.

7. PRICING:

- a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Address
Bullet Proof Jackets and Bullet Proof Helmets	MDL Anik Chembur store/Dockyard road (Mumbai)/Nhava Yard

- b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- c) **Price Variation Clause:** Not Applicable
- d) It is mandatory to quote for all line items for the respective group for which offer being submitted as per tender, in case it is found after opening of price bids that the price quoted for a particular line item of the group is 'zero' then supplier has to supply this/these items free of cost to MDL.

8. Delivery Period/Contract Period:

Delivery Period / Contract Period: Delivery/contract period shall be as per tender:

Project	Yard Nos.	Delivery period from PO
TS	Y-16101	PO + 06 months
NGOPVs	Y-16401	PO + 12 months
	Y-16402	PO + 18 months
	Y-16403	PO + 22 months
	Y-16404	PO + 28 months
	Y-16405	PO + 33 months
	Y-16406	PO + 36 months
FPVs	Y-16501	PO + 03 months
	Y-16502	PO + 03 months
	Y-16503	PO + 03 months
	Y-16504	PO + 06 months
	Y-16505	PO + 06 months
	Y-16506	PO + 12 months
	Y-16507	PO + 12 months
	Y-16508	PO + 18 months
	Y-16509	PO + 18 months
	Y-16510	PO + 22 months
	Y-16511	PO + 22 months
	Y-16512	PO + 28 months
	Y-16513	PO + 33 months
	Y-16514	PO + 36 months
Note		
Material will be accepted 60 days before contractual delivery date only. Early delivery will not be accepted by MDL for the respective line items.		

Part Delivery: MDL will prefer to have the entire Equipment / Item within the stipulated delivery period and discourage the part delivery & part payment thereof. However, in exceptional circumstances, Lot/part supply will be considered as discussed in TNC meeting.

The delivery dates mentioned against each line item/service are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.

9. F.E. ELEMENTS: FERV will not be reimbursed by MDL.

10. TAXES & DUTIES: As per GEM Terms & conditions. **However, Custom duty will not be reimbursed by MDL.**

11. MODE OF DISPATCH: Road/Rail/Air/Sea.

12. CONSIGNEE:

- (a) Material scheduled for delivery are to be delivered at MDL (Anik / Sewri / Bond / Electronic store located in Mumbai)

Note:-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.

- (b) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.

- Inspection Report.
- Delivery Challans clearly indicating MDL Purchase Order No, and Packing List co-relating the items in the inspection report.
- Copy of Warranty Certificate, Preservation Certificate etc.
- Technical documentation, if applicable.
- E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (c) 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.

13. INSPECTION:

- (a) **Pre-dispatch inspection:** As per SOTR 2050 & 2051. Technical Trials of Jackets and Helmets to be carried out by the firm in laboratories nominated by DGQA. **Cost of inspection to be borne by the vendor.** Inspection Reports are to be submitted with item delivery.
- (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.
- (c) The testing charges for samples should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.
- (d) **Receipt Inspection:** MDL & CGP Reps. shall carry out necessary inspection of the items on receipt in the MDL and the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- (e) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

14. PAYMENT TERMS: As per GEM terms & conditions.

15. WARRANTY/GUARANTEE:

For TS (Y-16101) & NGOPV (Y-16401 to Y-16406): The equipment/Item along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twenty (20) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

For FPV (Y-16501 to Y-16514): The equipment/Items along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twelve (12) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

Project	Yard No	Planned delivery date
TS	16101	Dec 2026
NGOPV	16401	Jul 2027
NGOPV	16402	Dec 2027
NGOPV	16403	May 2028
NGOPV	16404	Oct 2028
NGOPV	16405	Mar 2029
NGOPV	16406	Aug 2029
FPV	16501	Mar 2026
FPV	16502	Jun 2026
FPV	16503	Sept 2026
FPV	16504	Dec 2026
FPV	16505	Mar 2027
FPV	16506	Jun 2027
FPV	16507	Sept 2027
FPV	16508	Dec 2027
FPV	16509	Mar 2028
FPV	16510	Jun 2028
FPV	16511	Sept 2028
FPV	16512	Dec 2028
FPV	16513	Mar 2029
FPV	16514	Jun 2029

- (a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (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 item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

16. LIQUIDATED DAMAGES (LD): As per GEM terms & conditions.

17. INTEGRITY PACT (IP): Not Applicable.

18. LAND BORDER:

- a) This clause is applicable for bidders from a country which shares a land border with India" for the purpose of this order means: -
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such a country;
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (iv) An entity whose beneficial owner is situated in such a country; or
 - (v) An India (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- c) Order issue by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 and OM no. F.7/10/2021/-PPD (1) dtd. 23.02.2023 shall be applicable.

19. BOOK EXAMINATION CLAUSE: Not Applicable

20. INDEMNIFICATION:

The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

21. PURCHASER'S PROPERTY:

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

22. OTHER TERMS & CONDITIONS: Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

23. CONTACT DETAILS: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. Abhishek, DM(Design-Engg)	022 2376 3043	abhishek@mazdock.com
Commercial	Mr. Vishal Salvi, M(Commercial-CGP)	022 2376 2760	vmsalvi@mazdock.com

Note:

- Bidder not complying with the tender terms will fall under liable for rejection or as stated therein.
- Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	