

Bid Corrigendum

GEM/2024/B/4761771-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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
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. 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.
5. 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.
6. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
7. **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):
As per SOTR inspection will be carried out by ABS & IRS , inspection charges to be borne by bidder.

Post Receipt Inspection at consignee site before acceptance of stores:
MDL/ICG
8. 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

Mazagon Dock Shipbuilders Limited

Account No.

11079519138

IFSC Code

SBIN0006070

Bank Name

State Bank of India

Branch address

Commercial Branch, Fort Mumbai 400023.

. 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.

9. Buyer Added text based ATC clauses

Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian bidders through online bidding.

2. **The Tender Document.**

i. **Bidders must read the complete 'Tender Document'.**

ii. Bids must be uploaded till the deadline for submission of bids Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**

3. **Eligibility Criteria for Participation in this Tender:** Subject to provisions in the Tender Document, participation in this Tender process is for limited bidders who fulfil the 'Eligibility' and Pre-Qualification criteria. Bidder shall be required to declare fulfilment of Eligibility Criteria.

4. **Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Goods/Services; or
- (d) issue another tender for identical or similar Goods/Services.

Note: Please refer to appended TIS and the complete Tender Document for further details.

5. Following bidders are nominated for subject tender. Unsolicited bidders will be rejected and their price bids will not be opened

- 1) M/s KILLICK AGENCIES AND MKT LTD ((Rep of M/s Schottel GmbH AG)
- 2) M/s Wartsila India
- 3) M/s Ardee Saigal Group (Rep of M/s Brunvoll)
- 4) M/s Aries Tech. Sales & service Pvt. Ltd (Rep of M/s ThrusterMaster)
- 5) M/s Dolphin Consultant (Rep of M/s Nakashima)
- 6) M/s Triveni Engineering & Industries Ltd, Mysore, INDIA.
- 7) M/s ARCUM MARINE (Rep of M/s Jastram)
- 8) M/s Konsberg Maritime India Pvt. Ltd.

-

-

Section II - Tender Enquiry Form (TEF)

-

(This is an illustrative format, same may be amended/modified as per the requirement)

Integrity Pact shall be signed on each page by the authorized representative of the bidder and submit/upload along with the Part-I bid, shall render the bid liable for rejection.

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e submitted along with original bid and which have not undergone change since then.

1) **Description & Scope of Supply / Work:**

- (a) **MAIN EQUIPMENT/ITEM/SYSTEM:** Design, Manufacture, Supply and Commissioning of bow thruster for Yard-16101 of Training ship for ICGP Ship as per SOTR attached.
- (b) **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 cl no. 13.3 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.
- (c) **DOCUMENTATION:** As per SOTR
- (d) **SERVICES OF ENGINEERS:**
(i) Technical assistance is to be provided as per the scope mentioned in SOTR.
(ii) Price for Services of Engineers to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, board and lodging 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.
- (e) **TRAINING:** Training package is to be provided as stipulated in SOTR cl no 24. The cost towards training is to be quoted against the line item on lump-sum basis.
- (f) **EXTENSION OF WARRANTY:** Supplier shall mandatorily indicate the **monthly rate** for extended warranty period for 12 months 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.
- (g) **RE-PRESERVATION CHARGES:** Supplier shall mandatorily quote for re-preservation charges for two re-preservation of 6 months beyond the initial preservation period as mentioned at SOTR cl no. 22. This charges will be loaded at the time of ranking.
- (h) **EXTRA MAN DAYS CHARGES:** Firm shall mandatorily quote extra applicable year wise man day charges from the delivery date of equipment i.e two years. The same will be considered for ranking. This extra man days may be consumed against any additional work which is neither a part SOTR nor under guarantee/warranty liability.
- (i) **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 365 days from the tender closing date to be submitted along with the offer
(viii) Beyond this validity period of B&D spares, bidders shall quote escalation rate on per annum basis for 02 years in percentage of B&D spares basic price (Excluding taxes & duties).
(ix) B&D spare rates & escalation rates quoted by firm for 2 years will not be loaded at the time of ranking

- (x) 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.
- (xi) 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/ re-preservation charges/ Extra man days' charges as and when required. It is not mandatory for MDL to avail these services. However, firm has to render these services when called for.**

2) Pre-Qualification Criteria:

(a) Technical Qualification/Work Experience Criteria for Goods :

- i. Vendor shall have experience in design, manufacturing & supply of the Bow Thruster to any sea going vessel.

(b) Commercial Qualification Criteria for Goods:

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 50.41 Lakhs as per the annual report (audited balance sheet as applicable 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).
- (iii) Firm shall submit GST registration certificate, PAN card and cancelled cheque copy for account details

Note:

a) Applicability to 'Make in India':

Bidders (manufacturer or principal of authorised representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- (i) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and
- (ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.
- (iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives:

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- (i) their principal manufacturer meets all the criteria above without exemption, and
- (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
- (iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.

c) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

c) However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

d) The condition of prior turnover and prior experience is relaxed **only to all Start-ups recognised by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications**

ns. Start-ups may be MSE or otherwise.

MSEs & Start-ups shall be given relaxation of 25% in prior turnover. However, for procurement of items related to public safety, health, critical security operation and equipment etc. vendor shall meet prior experience criteria.

- e) It is clarified that the work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works.
- f) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

3) **Validity Period of Offer:**

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

- (a) Bid / Offer shall have the validity period of **180 days** from the tender closing date.
- (b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
- (c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

(B) B&D Spares:

Prices quoted for B&D spares should be valid for a period of 2 years from the tender closing date. Bidder shall submit escalation rates on per annum basis for 2 years as mentioned at para 1(i) of section (II).

4) **Delivery Period/Contract Period (For Goods/Services):**

- (a) Delivery Period / Contract Period: Delivery/contract period shall be as tabulated below:
 - Main equipment, OBS & documentation PO+ 8 months
 - Installation, STW, HATs, SATs & Commissioning PO+ 16 months
 - Training PO+ 25 months
- (b) The delivery dates mentioned against each line item/service in SAP tender are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.

5) **Pre-Bid Conference:** Not Applicable

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 submitted in the Part-I bid as applicable:
 - (i) Technical & Commercial offer.
 - (ii) Integrity Pact (IP) Signed (On each page). **Original copy of IP to be submitted within week from date of tender closing.**
 - (iii) Pre-qualification documents.
 - (iv) Valid MSME Udyam Certificate, MDL Registration Certificate & ISO Accreditation Certificate (If applicable).
 - (v) Taxes and duties certificate for which they are registered.
 - (vi) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
 - (vii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
 - (viii) Bank details for payment by RTGS/NEFT in the format enclosed.
 - (ix) Bidder contact details as per attached annexure" Contact Details of the bidder.
 - (x) Undertaking for product support as per TSP.
 - (xi) "Certificate of conformity" as per TSP.
 - (xii) TSP/SOTR Compliance Matrix/Deviation form
 - (xiii) Weight control Data sheet
 - (xiv) On Board spares (OBS) list set in excel format with cost breakup in percentage of total OBS cost (Prices not to be indicated in technical bid).

- (xv) Base & Depot (B & D) list in excel
- (xvi) Additional documents as applicable to this tender.

Note: In any case, prices are not to be mentioned in Part-I bid.

- (b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the GEM portal. Bids received other than this given format will be rejected.
- 7) **Bid Modification:** Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.
- 8) **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 Part-I 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.
 - (b) **Liability rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;
 - (i) Clause mentioned under loading criteria or terms not acceptable to MDL

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.

- 9) **Performance Security (PS):**
 - (a) Separate Performance Security for an amount equal to 5% of order value payable in Indian Rupees shall be submitted.
 - (b) **Performance Security is to be furnished within 25 days 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.**
 - (c) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
 - (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>
- Or
- one can find Online payment tab on MDL website home page as under:
- § Go to www.mazagondock.in
 - § Click on Online payment tab available on home page.
 - § 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
 - § Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.
- (e) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
 - (f) PSBG shall be valid for validity period of PSBG plus 60 days for settlement of claim.
 - (g) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (h) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
 - (i) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
 - (j) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
 - (k) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
 - (l) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bid

- der failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- (m) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by MDL.

10) Warranty/Guarantee:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of twenty (20) months from the date of delivery of equipment to MDL or twelve(12) months after planned delivery date of ship to ICG whichever is later. Refer SOTR clause **no. 26** for more details. The tentative planned delivery date of ship is October 2026.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) 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.
- (d) 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.

11) Currency of Bidding: Indian Bidders shall quote in Indian Rupees only.

12) 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.
- Ø BOW THRUSTER SYSTEM (Main Equipment, OBS) - MDL Anik Chembur store/Dockyard road (Mumbai)/Nhava Yard.
 - Ø Services - Dockyard Road (Mumbai)/Nhava Yard
 - Ø B & D Spares - CGSD (Mumbai)
- (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: (For Goods & Services):** Not Applicable
- (d) In case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to MDL.

13) Taxes & Duties:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) TDS (GST) shall be carried out as per the existing Laws and Acts.
- (e) **Goods and Services Tax (GST):**
- (i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.
 - (ii) For MDL's GST number, please visit our website. MDL's GST Number is **27AAACM8029J1ZA**.
 - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
 - (iv) Bidders shall mandatorily mention their GST number in their offer.
 - (v) Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
 - (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
 - (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & co

- plied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
- (viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
 - (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
 - (x) In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL/ reversed subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL as a result of default.
 - (xi) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.
- (f) **Custom Duty:** Not reimbursable

14) (a) Documents for Payments for Indian Bidders (Goods):

- (i) Suppliers invoice/Delivery challan.
- (ii) PO copy with amendments if any
- (iii) Confirmation of receipt and verification of Bank Guarantee for Performance security as the case may be.
- (iv) Guarantee/Warranty Certificate
- (v) Inspection release note (If applicable)

(b) Documents for Payments for Services :

- (i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the Contract / Order
- (ii) SAP Service Sheet signed by CM or above of production/planning dept.
- (iii) Documents Such as Guarantees etc. as per the order terms(if applicable).

Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

(a) Alternate MSME vendor payment through TReDS:

- i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
- iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - a) "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.
 - b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran email id ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com
- (b) **E Invoice:** Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded the limit as per GST act"

15) Mode of Dispatch: Road/Rail/Air/Sea.

16) Consignee:

- (a) Material scheduled for delivery are to be delivered at MDL (Anik 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 Release Note (IRN) issued by nominated inspection officer.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note
 - Details 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.
- (d) The Consignee details for Base & Depot spares shall be CGSD (Mumbai).
- (e) The consignment must be delivered by giving at least one-week advance notice to CGSD(Mumbai) under intimation to MDL clearly indicating weight, dimensions of the consignment etc.

17) **Work Done Certificate (WDC) / Completion Certificate (WCC):**

- a. Work Completion certificate (WCC) (Service sheet in SAP) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be Planning/user dept. (Chief manager & above).
- b. The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to/collected by the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- c. The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date.
- d. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice. LD to be clearly mentioned in the WDC

18) **Inspection & Testing:**

For Goods:

It shall be as per SOTR. Other general conditions related to inspection of material are as under:

- (a) 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.
- (b) **For Indian Bidders, the Third Party Inspection (TPI) charges shall be borne by vendor. These charges shall be included in the bidder's quote. Third party inspection agency shall be both ABS and IRS.**
- (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 shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & 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.

For Services:

- (a) The MDL / Vessel owner shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for MDL / Vessel owner to inspect as if the work was being manufactured on contractor's own premises.
- (b) Only such work will be accepted and paid for as MDL / Vessel owner may certify to be strictly in accordance

- e with the contract.
- (c) MDL on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.
 - (d) In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the MDL / Vessel owner to accomplish such testing.
 - (e) The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which MDL / Vessel owner may cause to be made and which prove satisfactory will be borne by the Employer but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
 - (f) The contractor shall give MDL / Vessel owner, such reasonable notice of the progress of work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the MDL / Vessel owner until the same has been passed by MDL / Vessel owner as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.
- 19) **Integrity Pact (IP):** The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall render the bid liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly signed on each page along with Part-I bid shall be categorical rejected. Bidders shall send original IP immediately to MDL post submission of bid.

Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Mr. P V Rao
Email id: pasupuletirao@yahoo.co.in
- 20) **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
- 21) **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
- 22) **Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

23) **Non-Disclosure Agreement:** Not Applicable

- 24) **Breach of Obligation:** 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;
- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

25) Land Border:

a) This clause is applicable 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; or
- 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 Indian (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) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

26) Restrictions Regarding Personnel Deployed: Not Applicable

27) Workmen Safety and Insurance: The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and at the MDL’s request, the service providers shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.

28) Right to Reject any or all Bids:

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

29) Cancellation of Procurement Process/ Rejection of All Bids/Re-tender: If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- b) The qualification criteria were not unduly restrictive; and
- c) Prices are reasonable in comparison to market values

The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.

30) Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position

- n to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
 - (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) shall be submitted/uploaded along with Part I bid.

31) **Corrigendum to Tender Document:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

32) **Contacting MDL during the evaluation:** If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

33) **Cartel Formation/Pool Rates**

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

34) **Registration on Government E-Marketplace (GeM) Portal:**

Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL prior to Price Bid opening. Non-submission of Unique GeM Seller ID is under rejection criteria.

35) **Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Technical :

- 1. **Mr. Sriram V. 022-2376 3029 sriram@mazdock.com**

2. Mr. Ravindra Manwatkar 022-2376 3374 rmanwatkar@mazdock.com

Commercial :

1. Mr. D S Chavan 022-2376 2782 dschavan@mazdock.com
2. Mr. Arindam Ghosh 022-2376 2773 aghosh@mazdock.com

36) Bidders shall furnish quote of B&D as per annexure 7 of TSP with 2 years' escalation.

37)

TENDER CORRIGENDUM-01

GEM/2024/B/4761771 DATED 11.03.2024

SUPPLY OF BOW THRUSTER FOR Y-16101(TRAINING SHIP)

Since, the contractual planned delivery date of ship is now revised to December,2026, hence, corresponding dates of milestones as also revised as under:

Service description	Earlier Delivery Dates	Revised Delivery Dates
SERVICES OF BOW THRUSTER	30.06.2026	30.05.2026
INSTALLATION SUPERVISION	31.10.2025	31.06.2025
STW	31.12.2025	31.12.2025
HATs	27.02.2026	31.03.2026
SATs	30.06.2026	30.05.2026
OPERATION AND MAINTENANCE TRAINING	31.07.2026	31.08.2026
Warranty Extension	31.07.2026	31.12.2028
Extra Man-Days	31.07.2026	28.02.2027
RE-Preservation Charges of 06 months duration	31.07.2026	28.02.2027

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

Buyer uploaded ATC document [Click here to view the file.](#)

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](#)