

Bid Corrigendum

GEM/2025/B/6551946-C1

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. 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.
4. **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 up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
5. Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

Corrigendum-1: Unit of measurement for Radar absorbing paint is KG only and Radar absorbing paint (2640 Litter) is to be read as Radar absorbing paint 2640 KG.

PREAMBLE:

Mazagon Dock Shipbuilders Limited(Buyer), invites e-offers in Two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid from Indian bidders (Seller) only on GeM portal for procurement of radar absorbing paints for Y-12651 to Y-12654 of Project 17A.

- a) Performance Security Bank Guarantee (PSBG) shall be in favor of MDL.
- b) Tender line items are inseparable and non-divisible in nature.

1. Earnest Money Deposit(EMD): EMD shall be submitted as per GEM Terms & conditions. 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. In addition to that, EMD is exempted for following:

- a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- b) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

Note: Non-submission of EMD/EMD exemption documents will lead to categorical rejection of bid. EMD shall be submitted as per GEM Terms & conditions.

2. DESCRIPTION & SCOPE OF WORK:

MAIN EQUIPMENT/ITEM/SYSTEM: Procurement of radar absorbing paints for Y-12651 to Y-12654 of Project 17A as per Tender.

- (a) Shelf life: The supplied paints shall have a minimum shelf life of **twelve** months from the date of receipt of material. Also, date of manufacturing of supplied paint material shall not be older than 3 months from date of receipt at MDL.
- (b) Vendor to Provide Technical assistance whenever required during the application & necessary Life Cycle Support.

3. Submission of Offer in Two Bid System : Offer must be submitted in Two bid.

The bidder shall ensure following documents are essentially submitted along with bid :

- (i) The bidder shall provide requisite documents as sought in Technical Specification along with the technical offer.
- (ii) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- (iii) Bidder contact details as per attached enclosure" Contact Details of the bidder.
- (iv) GST % for all quoted line items, line item wise on separate sheet.

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

4. Pricing: Prices shall be quoted for each line item of tender on all-inclusive basis as per terms and conditions of this tender as applicable for delivery to Naval dockyard, Visakhapatnam. Quoted prices shall remain firm & fixed during currency of contract.

5. Delivery schedule: Delivery date of all deliverables shall be as indicated in Technical specification.

Part Delivery: Part supply is only acceptable for Y-12651 only.

6. CONSIGNEE: Actual consignee and delivery details and address is to be considered as mentioned below:

- (a) items to be delivered at following address:

Naval Dockyard,
Visakhapatnam Kakathia Gate, Andhra Pradesh,
Pin code- 530014.
Contact person: Chief Guarantee Engineer, MDL

Note: -

- 1. 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 stores.
 - 2. The consignment/ material must be delivered by giving at least 7 days' advance notice to MDL.
- (b) The following Documents should be sent along with the consignment as applicable:
- Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
 - Copy of Invoice,
 - Delivery Challans clearly indicating MDL Purchase Order No,
 - Test certificates, Copy of Warranty Certificate, Preservation Certificate etc. as relevant

Note: All above documents should be forwarded to MDL, Mumbai also.

7. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in supply of material.

Note: LD is applicable with maximum ceiling as per GeM terms and conditions.

8. Guarantee/warranty Requirement: 12 months from date of receipt and acceptance of material.

All other terms and conditions for warranty/Guarantee as per GeM.

9. Performance Security (PS): Performance Bank Guarantee of 5% shall be submitted within 15 days from date of placement of order & it shall be valid till warranty of item + 2 Months".

In case any delay in delivery, vendor shall extend the validity of performance security suitably.

10. Inspection: Inspection shall be done by MDL & ship staff. Other general conditions related to inspection of material are as under.

- a) Delivery challan shall be endorsed by the Ship staff and / or executive of MDL.
- b) Receipt and acceptance of material endorsed by customer (ship staff) and MDL executive (CM & Above) & PS shall be submitted for payment based on relevant test certificates and reports.

Other general conditions related to inspection of material are as under:

- (a) Receipt Inspection: MDL with ship staff shall carry out necessary inspection of the items on receipt in Naval Dockyard on the basis of appropriate test certificates /reports 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.
- (b) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the Naval Dockyard, Visakhapatnam 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.

11. 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.

12. 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.

- 13. 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.Bipin.S. Waghmare CM (D-P17A) | 02223763034 | bswaghamare@mazdock.com |
| | Mr.C.G.K.Rao DGM/PE(D-P17A) | 022 23763035 | gk Rao @mazdock.com |
| Commercial | Mr. Satish Chandra DGM/PE(C-P17A) | 02223762747 | schandra@mazdock.com |
| | Ms. Vinanti Naik CM(C-P17A) | 02223762740 | vnnaik@mazdock.com |

Note:

- Bidder not accepting, complying with the all tender terms and conditions as well as not filling requisite formats in line with tender, submitting deviation to tender terms and conditions will fall under liable for rejection.**

Enclosure-1

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees----- only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no..... dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning

of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank

(by its constituted attorney or the person authorised to sign)

(Signature of a person authorised to sign on behalf of "the Bank")

Enclosure-2- Details for Remittance towards EMD/PS

1. **MDL'S BANK ACCOUNT DETAILS:**

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

2. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

| Date of Remittance | Name of Firm | Vendor Code | MDL tender/ PO. Ref No. | Nature of Remittance viz. EMD/SD etc. | Amount Remitted () |
|--------------------|--------------|-------------|-------------------------|---------------------------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Signature of Vendor/Representative

3. SAP Parked Document No: _____ Date: _____

(To be filled in by MDL's Commercial Executive)

Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.

6. 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. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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