

Bid Corrigendum

GEM/2024/B/4489483-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase or decrease the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.
4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
7. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agencies 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 the ATC):
ABS and IRS Classification Society. Inspection charges to be borne by bidder.

Post Receipt Inspection at consignee site before acceptance of stores:
MDL AND CGRPT(MUMBAI)
8. Buyer Added text based ATC clauses
 1. a) Commercial Pre qualification:

(i) The average annual financial turnover of 'The bidder' during the last three years, ending 31 March of the previous financial year excluding the calendar year of tendering should be at INR 5 lakhs as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

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

b) Technical Prequalification criteria: BIDDERS SHOULD HAVE EXPERIENCE IN MANUFACTURING AND SUPPLY OF A BRACKET OR P BRACKET TO ANY SEA GOING VESSEL. BIDDER SHALL SUBMIT THE RELEVANT PO AND WORK COMPLETION CERTIFICATE AS PROOF OF EXPERIENCE.

2. WARRANTY/GUARANTEE: (a) The items supplied shall be warranted / guaranteed for satisfactory performance for the period of 06 months from the date of delivery.

(b) The Supplier cannot absolve their responsibility for warranty of material even though it is expected 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 item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

3. EARNEST MONEY DEPOSIT(EMD): (a) The bidders shall furnish EMD Rs. 3,00,000/- only (Rupee Three Lakhs only) through online payment or in the form of Bank Guarantee drawn in favour of Mazagon Dock Shipbuilders Limited.

(b) The EMD to be submitted on Rs. 500 Non-Judicial Stamp Paper.

(c) The Bid Bond/SWIFT Messages shall be forwarded to HOD (C-NP) /PE(Commercial-CGP)/ Design Commercial Executive in sealed envelope superscribing Tender Enquiry No. and Due date, as to reach us within 5 days from the tender opening date(as per GEM GTAC).

(d) The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn as per the list of banks approved by SBI / Canara bank published on MDL website, payable at Mumbai and should essentially be enclosed in the in the Part-I, Technical Commercial Bid.

(e) Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered.

(f) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

(g) If the bidders are transmitting EMD through online payment gateway, it is mandatory to indicate reference of tender no. and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no. and transaction details. "Online payment" tab is available on homepage of MDL's website "www.mazagondock.in." Four options are available under online payment tab: . Career, Tender. Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc., after filling required details.

(h) Scanned copy of BG for EMD to be uploaded with Part -I bid. However original BG of EMD must be deposited physically in a sealed envelope superscribing "Original BG for EMD for Tender No & due date", on or within seven MDL working days from the Tender closing date to HOD(C-NP)/PE(Commercial-CGP).

(i) Timely submission of EMD is responsibility of the bidder(s) and no reason / excuses in this

gand will be entertained by MDL.

4. PERFORMANCE BANK GUARANTEE (PBG):

a) The bidder has to submit Equipment Performance Bank Guarantee from a first class Bank of international / national repute, for 5% of total order value valid up to contractual warranty period plus one-month claim period.

(b) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank Guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables or extension of guarantee desired by MDL, the Performance Bank guarantee has to be extended till the extended period.

(c) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.

(d) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks (the list of banks approved by SBI / Canara bank published on MDL website) excluding the Co-Operative banks. Submission of BG from any other Bank will not be accepted.

(e) In the event of postponing of delivery of deliverables, the Performance Bank guarantee has to be extended till the extended period.

(f) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank Guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder.

(g) In the event of postponing of delivery of deliverables or extension of guarantee desired by MDL, the Performance Bank guarantee has to be extended till the extended period.

5. Mode of dispatch and delivery instructions:

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

M/s. Mazagon Dock Shipbuilders Limited, ANIK CHEMBUR STORE, MAHUL ROAD Mumbai MAHARASHTRA- 400 074. Tel. (022)2376 8500/8510.

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

5.2. Following document should be submitted along with material:

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

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

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

d) Copy of Warranty Certificate

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

5.3 Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ E

y/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clerk indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

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

6. BID REJECTION CRITERIA:

Following criteria for rejection of the bids as applicable may be incorporated in all the tender enquiries. Categorical Rejection Criteria: The following conditions / deviations are non-negotiable 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:

- (a) Bids received after tender closing date and time.
- (b) Bids received other than through e-portal (in case of e-tender).
- (c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (d) Bids received without EMD (other than those who are exempted from payment of EMD).
- (e) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for original Tender.

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

7. CONTACT DETAILS FOR QUERIES: In case of any clarifications regarding tender condition/Specification, bidders are requested to contact the following person, before the closing date of tender. Technical:

Mr. Sadanandam Dodde, M(Design)- +91 22 23763049, sdodde@mazdock.com

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

Commercial:

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

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

8. Inspection charges are to be borne by Vendor.

9. Attached TSP No. MDL/DR/TS/2013 to be referred and complied of by bidder.

10. Tender Corrigendum-1 is as follows:

Sl. No	Clause / Reference	Existing Clause	Amended/added Clause
		Vendor shall submit the manufacturing drawings & QAP for approval to ABS & IRS within 2 weeks of	Vendor shall submit the manufacturing drawings & QAP for approval to ABS & IRS within 2 weeks of placement of order. Vendor shall be completely responsible

1	Section I , P ara 6.3.5	f placement of orde r. Vendor shall be c ompletely responsi ble to get drawings & QAP approved fro m ABS & IRS within stipulated time.	le to get drawings & QAP approved from ABS & IRS within sti pulated time. A cop y of class approv ed drawing is to b e submitted for C GHQ approval.
2	Section II , Para 4	No existing clause i s modified. new par a/sentence is added	The drawing encl osed is to be cons idered as prelimin ary drawing only. A-Brackets and P- Brackets to be m anufactured as pe r ABS and IRS cla ss approved draw ing. A copy of cla ss approved draw ing is to be submi tted for CGHQ ap proval
3	Section I , P ara 12.1	The equipment alon g with associated a uxiliaries/componen ts shall be warrante d by the equipment supplier for the stip ulated performance for a period of six (0 6) months from the date of delivery of e quipment to MDL.	The equipment alon g with associated a uxiliaries/componen ts shall be warrante d by the equipment supplier for the stip ulated performance for a period of 20 m onths from date o f delivery of equi pment in MDL or 12 months from t he planned comm issioning date of the vessel (Oct 26) whichever is l ater.

9. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Mazagondock Shipbuilders Ltd
Account No.
11079519138
IFSC Code
SBIN0006070
Bank Name
STATE BANK OF INDIA
Branch address
COMMERCIAL BRANCH, NGN VAIDYA MARG, OPP HORNIMAN CIRCLE, FORT, MUMBAI 400023, INDIA . Successful bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within stipulated time as mentioned in GEM GTAC.

Bidder to indicate bid number and name of bidding 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 along with bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 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](#)