

Bid Corrigendum

GEM/2025/B/6765488-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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Mazagon dock shipbuilders Limited
Dockyard Road
Mazagon
Mumbai -400010
Maharashtra, India
.
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. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
5. 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)
6. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
7. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
8. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
Mazagon Dock Shiipbuilders Limited
Account No.
11079519138
IFSC Code
SBIN0006070
Bank Name
State Bank of India
Branch address
State Bank of India, COMMERCIAL BRANCH, FORT, MUMBAI-400023
.
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.

9. 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 State Bank of India, 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.
10. Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

Item: Multifunction Fire Tender Vehicle(Water & Foam) along with equipment's & Accessories

1. **Pricing:** - Prices are firm and fixed till delivery of material to MDL Stores.
2. **Item/Scope of Work(SOW):** - The detailed SOW includes design, Fabrication, testing, Commissioning and Supply of Multipurpose Fire Tender (Water & Foam) along with supply of equipment's & Accessories as per details mentioned in the Technical specification/Gem bid.
3. **Delivery:** Delivery date of items shall be as indicated in GeM Tender. The delivery of complete vehicle up to Mazagon Dock Shipbuilders Ltd Mumbai-400010 is under the scope of supplier within 240 days after placement of order. For details refer Technical specification.
4. Submission of detailed drawing after placement of order by seller- 3 weeks i.e. 21 days.
5. Timelines for MDL executive of CM & above rank to approve the drawings is 02 weeks i.e. 14 days.

Bid Rejection criteria

- i. Bids of the Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL shall be rejected.
- ii. Bids received without EMD (other than those who are exempted from payment of EMD).
- iii. Bid Non-compliance/non-acceptance to any of the terms and conditions of the tender shall be liable for rejection.
- iv. Any deviation in delivery period shall also falls under liable for rejection.

A . Bidder must submit OEM/Authorized dealer authority letter mentioning the tender reference number confirming the specification as mentioned in the tender/technical specification for the following equipment: -

- a. Engine & chassis.

- b. Fire pump.
- c. Power take off unit.
- d. Water cum foam monitor.
- e. High pressure nozzle.
- f. Wiring
- g. Three layered firefighting delivery hose.
- h. Fire Fighting Suit.
- i. BA Sets.
- j. Smoke Cutting Torch

B. 5. Commercial Pre-Qualification

- I. The average annual financial turnover of 'The bidder' during the last three years, ending 31 st March 2024 should be at INR 22,50,000.00/- 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.
- 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).

NOTE:

- a. Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specification and bidder shall submit the valid start-up certificate as recognized by Department of Industrial policy and promotion (DIPP).
 - b. MSEs shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specification and bidder shall submit the valid MSE Udyam certificate.
- 6. Guarantee/warranty Requirement:** The successful tenderer will have to furnish a maintenance guarantee, undertaking for service, repairs, replacement, maintenance etc. against any defects in the material used, body, construction, Engine, Pump, P.T.O, accessories etc. for 365 days commencing from the date of supply at MDL on stamp paper. Also other equipment, material and material of construction or accessories original guarantee / warranty certificates shall be submitted separately for details refer Technical specification.
- a. The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
 - a. 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.
 - b. During the period of warranty / guarantee if any defect is noticed in the equipment / items supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL. For such rectification/repair work, if the supplier needs to take the supplied item/equipment out of MDL (in full or part), the supplier shall submit a separate BG of equivalent amount of value of item being taken out, to cover the cost of item.

7. INSPECTION:

- a. A 4 Stage inspection has to be carried out as per technical specification.
- 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. The Bidder /Supplier / Contractor shall accord all facilities to Purchaser's Inspectors /Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- c. **Receipt Inspection:** MDL (Mbi) 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 (Mbi) 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. Goods accepted by the purchaser at the initial and final inspection in terms of the contract, shall in no way dilute the purchaser's right to reject them later if found deficient in terms of the warranty clause of the contract.
- d. **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.

8. **R.T.O REQUIREMENT & INSURANCE:** The bidder shall provide insurance for the above complete vehicle for a period of 365days from the date of supply of complete vehicle. For details refer Technical specification.

9. **PAYMENT TERMS & PAYMENT MODE:** As per payment timelines mentioned in the GeM bid.

10. CONSIGNEE:

Item scheduled for delivery is to be delivered at MDL Mumbai Yard, Mumbai, 400010, Maharashtra. for details refer Technical specification

Note:-In order to avoid inconvenience during the delivery of item, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter and MDL Mumbai.

- i. Following documents should be submitted along with item:
 - PO copy & subsequent amendments issued, if any.
 - Delivery Challans/packing list clearly indicating MDL Purchase Order
 - Copy of Warranty/Guarantee Certificate.
 - Technical documentation, Test certificate, if applicable.

- E-Way bill certificate as applicable duly acknowledged.
- The item should be delivered during office hours only i.e. 9am to 12 pm and from 1pm till 3 pm.

ii. Unloading of the equipment/ items are to be arranged by supplier.

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

LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition 0.5% percent of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date.

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

12. 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, M1xchange of M/s Mynd Solutions Pvt. Ltd and M/s Receivable Exchange of India Ltd (RXIL).

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: Mr. Amit Kumar Dutta, +91-8600179668 and a new mail id amit1.dutta@invoicemart.com.

b) "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below: Mr. Shaiwal Sinha Contact No. +91-9599224595 email id: shaiwal.sinha@mlxchange.com, Mr. Ankit Singh No. +91-9800250395 email id: ankit.singh@mlxchange.com

c) "RXIL" TReDS platform or by registering on it. Contact Details at RXIL: Mr Santosh Yadav, Senior Relationship Manager, Business Development Contact No. +91-9167708156, Email id : santosh.yadav@rxil.com Ms. Angelin Anbarasan, contact no + 91-8451975191 Email id:- angelin.anbarasan@rxil.in

All the above three discounting firm have offered waiver of Registration / On boarding fees to MDL vendors.

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. S B Sonone AGM(Administration)	022 2376 2 505	sbsonone@mazdock.com
	Mr. Dinesh Kumar CM(FIRE)	022 2376 4 455	dineshkumar@mazdock.com
Commercial	Mrs. Vaishali Gharat DGM (C-MP)	022 2376 3 246	vgharat@mazdock.com
	Mrs. Komal Yadav AM (C-MP)	022 2376 3 249	komalyadav@mazdock.com

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

Enclosures: -

Enclosure-1	TSP - Technical Specification for Manufacture and supply of Steel Profiles
Enclosure-2	Confirmation of being manufacturer of offered product
Enclosure-3	In case of non-OEM, certificate from principal manufacture Confirmation of TSP signed and stamp OEM & Confirmation of delivery schedule signed and stamp by OEM
Enclosure-4	Official Secret Act 1923
Enclosure-5	Turnover detail
Enclosure-6	Safety Instruction for Sub-Contractor

11. 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](#)