

Bid Corrigendum

GEM/2025/B/6338216-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. 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. **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.
4. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
MAZAGON DOCK SHIPBUILDERS LTD
Account No.
11079519138
IFSC Code
SBIN0006070
Bank Name
STATE BANK OF INDIA
Branch address
STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUM BAI-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.
5. Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. PREAMBLE:

- 1.1 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 (Sellers) only on GeM portal for Electrical Allowance List items for Y-12651 to Y-12654
- 1.2 Tender line items are separable & non-divisible.

2. **Description & Scope of Supply:** - Procurement of Electrical Allowance items for Y-12651 to Y-12654 as per technical specification document of the tender.

Sr. No	Description	Yard
1	Material Number:-150000000000080047 Material group:- 0047100 - ELECTRICAL EQUIPMENT Material Details:- Power Supplies 0-32V & 150W 1.Make : M/s Tektronics, Model : PWS4323 2.Make : M/s Aplab, Model : L3205 3.Make : M/s Rohde & Schwarz/Hameg, Model : HMP2020	Y-12651 to Y-12654
2	Material Number:-150000000000080048 Material group:- 0047100 - ELECTRICAL EQUIPMENT Material Details:- Power Supplies 0-32V & 500W 1.Make : M/s Aplab, Model : L6410 2.Make : M/s Keysight, Model : N5747A 3.Make : M/s Rohde & Schwarz/Hameg, Model : HMP4030	Y-12651 to Y-12654
3	Material Number:-150000000000080049 Material group:- 0047100 - ELECTRICAL EQUIPMENT Material Details:- Soldering/De-soldering Station Low End 1.Make : M/s Inde, Model : DSS36 2.Make : M/s Premier Electromech, Model : 901-D	Y-12651 to Y-12654

4	Material Number:-150000000000080050 Material group:- 0047100 - ELECTRICAL EQUIPMENT Material Details:- Soldering/De-soldering Station High End 1.Make : M/s Qmax/Denon, Model : SC7000Z 2.Make : M/s Inde, Model : DDS01 3.Make : M/s Premier Electromech, Model : 909-D (HIGH END MODEL) 4.Make:M/s Scientific India/Xytronic,Model:LF 8800 5.Make : M/s MELSS/Metcal, Model : MX-5051	Y-12651 to Y-12654
5	Material Number:-150000000000080052 Material group:- 0047100 - ELECTRICAL EQUIPMENT Material Details:- Battery Capactiy Tester 1.Make : M/s Meco, Model : 6363 2.Make : M/s Qmax/Extech, Model : BT100	Y-12651 to Y-12654

3. **PRE-QUALIFICATION CRITERIA:**

3.1 Technical Pre-Qualification Criteria: Technical Pre-qualification is not required.

4. **TECHNICAL REQUIREMENT:**

- 4.1 Authorized distributor should submit the valid authorization certificate issued by OEM.
- 4.2 All accessories required for use of this instrument to be supplied with the main item.
- 4.3 Carrying case to be provided for the equipment and cost of the carrying case should be included in cost of main item. No separate cost to be quoted for carrying case.
- 4.4 The instruments to be supplied along with proper calibration certificate.
- 4.5 Five hard copies and one soft copy of instruction Manual per ship to be supplied along with the instrument.
- 4.6 The instrument to be properly packed and order no, date of manufacturing to be marked on the box.
- 4.6

5. **EARNEST MONEY DEPOSIT(EMD):** EMD shall be submitted as per GEM Terms & condition. 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

ng submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

6. **PRICES:** Prices shall be quoted for each line item of BoQ on all-inclusive basis as per terms and conditions of this tender as applicable for door delivery to MDL Stores. Quoted prices shall remain firm & fixed during currency of contract.

7. **Delivery schedule & consignee details:**

- (a) Delivery date of shall be as indicated in GeM Tender.
- (b) **Part Delivery:** Part Supplies are acceptable.
- (c) The dispatch of goods and consignment are to be done at below address:
Mazagon Dock Shipbuilders Limited
Electrical Store, Dockyard Road, Mazgaon, Mumbai-400010
TEL. No.: 022-23763158
- (d) 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.
- (e) Following document should be submitted along with material:
- (f) PO copy & subsequent amendments issued to it, if any.
- (g) Delivery Challans clearly indicating MDL Purchase Order No
- (h) Copy of Warranty Certificate
- (i) E-Way bill details are to be submitted during the delivery of the items
- (j) 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 for fork lift/crane for unloading.
- (k) Delay in submission of relevant documents as per tender requirement will delay CRAC process and delay the payment process, as payment timeline is 15 days from CRAC generation.

8. **PAYMENT MODE:** All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

9. **PAYMENT TERMS:**

- 9.1 Payment as per GeM terms & condition
- 9.2 Part Payment: Part Supply, Part Payment is applicable as per GeM terms.

10. **LIQUIDATED DAMAGES (LD):**

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

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

11. **Performance Security Bank Guarantee (PSBG):**

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement as stipulated in GeM Tender. In case any delay in delivery, vendor shall extend the validity of performance security suitably.

12. **GUARANTEE/WARRANTEE REQUIREMENT:**

Guarantee/Warranty required for 24 Months from the date of supply of Item at MDL. All other terms and conditions for warranty/Guarantee will be as per GeM terms & conditions.

- i. Goods supplied shall be guaranteed against defects in design, material and workmanship, which may appear under proper use, for a period of 24 months from the date of supply of materials at MDL stores.

- ii. The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
 - iii. 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.
 - iv. During the period of warranty / guarantee if any defect is noticed in the equipment / item 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.
13. **INSPECTION:**
Inspection shall be as per list of line items published in Tender. Other general conditions related to inspection of material are as under:
- 13.1 **Receipt Inspection:** MDL & WOT 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.
- 13.2 **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.
14. **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.
15. **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).
16. **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 P

urchaser the full amount of loss and damage.

17. ISSUANCE OF E-INVOICE BY VENDOR:

- i. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 5 Crores as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro enterprises with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- ii. Whenever 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 Rule 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 onward has not exceeded Rs. 5 Cr as per GST Act".

18. OTHER TERMS & CONDITIONS:

Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

19. 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. Pradeep Kumar Modak DGM (SB-Design)	022 2376 3287	pkmodak@mazdock.com
	Mr. Pramod Kumar M (SB-Design Outfit.)	022 2376 3379	pramodkumar@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Bhuvnesh Kalwar DM (C-P17A)	022 2376 2738	bkalwar@mazdock.com

Note:

1. Bidder not accepting, complying with the all tender terms and conditions as well as not filling requisite formats in line with tender will fall under liable for rejection.
2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

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](#)