



Additional Terms and Conditions (ATC) for GeM Tender
Item: Supply of Additional paint for Y-12652 (INS Udaygiri) of P17A
on emergency basis.
Project: Y-12652 (INS Udaygiri of P17A).
Type of tender: Emergency Single nominated tender in single bid.

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. PREAMBLE:

- (a) Mazagon Dock Shipbuilders Limited (Buyer), invites e-offers in single bid system (i.e. Techno-Commercial Bid and Price Bid) from nominated bidder (Sellers) only on GeM portal for Supply of Additional paints for yard no. Y-12652 (INS Udaygiri) of P17A.
- (b) Tender line items are inseparable and non-divisible in nature.
- (c) Offer received from any bidder other than nominated bidder will not be considered and shall be rejected.**

2. DESCRIPTION & SCOPE OF WORK: Single bid Single nominated tender for Procurement of additional paint items for Yard 12652

- i) Main Equipment/Item/System: Following Scheme Paints for Y-12652 as per following NCD:
 - a) Paint scheme for underwater hull & fittings REF. NCD-1481, ISSUE 3.
 - b) Paint scheme for machinery spaces, bilges and void spaces REF. NCD-1491, ISSUE.
 - c) paint scheme for ballast tank, bilge tank, W.T. Compartments, cofferdams, trimming tank REF. NCD-1491, ISSUE 1.
 - d) Paint scheme for internal wet compartments REF. NCD-1491, ISSUE 1.
- ii) Vendor shall comply with the Performance Guarantee as per the relevant NCD's mentioned above.
- iii) INSPECTION: Paints on delivery/receipts at Naval Dockyard, Vizag along with Co-relating manufacturing's test certificates/reports, guarantee certificate and delivery challans will be inspected by MDL (User).
- iv) Shelf life: The supplied paints shall have a minimum shelf life of Twelve months from the date of receipt of material.
- v) Vendor shall submit paint application/renewal/repair procedures for successful performance of their products to be used on Naval Ships.
- vi) The delivery dates for the paints is 02 weeks from PO placement date.
- vii) Revalidation of paints: Vendor has to revalidate the paint as & when required by MDL. In case the revalidation is not possible vendor has to mention the reason for the same.

3. 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 delivery to Naval Dockyard, Vizag. Quoted prices shall remain firm & fixed during currency of contract.

4. Delivery schedule:

- i) Delivery date shall be PO+15 days.
- ii) Part Delivery: Part supply, Part payment is acceptable.
- iii) Material should be delivered at Naval Dockyard, Vizag. Exact details will be indicated in PO. The consignment shall accompany PO Copy, delivery challan,



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packing list, e-way bill, Guarantee/Warranty Certificate or any other certificate as relevant to PO.

- iv) Supplier is required to give 4 day's advance intimation to MDL and IN ship staffs/ND, Vizag clearly indicating approx. dimensions and weight of consignments.
- v) 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. Hence, supplier shall provide the all required/supporting documents such as delivery challan (sign & stamp by consignee at ND, Vizag), Invoice, Packing list, E-Invoice, etc., in time. After receipt of these, MDL will be able to process the Invoice.

5. 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".

6. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GeM terms & conditions @ 0.5% per week for delay in delivery of material.

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

7. PERFORMANCE BANK GUARANTEE (PBG):

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.

8. Guarantee/warranty Requirement:

- i) Vendor shall comply with the performance Guarantee format indicated at relevant NCD's which is as follows-
 - a) Paint scheme for underwater hull & fittings REF. NCD-1481, ISSUE 3.
 - b) Paint scheme for machinery spaces, bilges and void spaces REF. NCD-1491, ISSUE.
 - c) Paint scheme for ballast tank, bilge tank, W.T.Compartments, cofferdams, trimming tank REF. NCD-1491,ISSUE 1.
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- ii) Shelf life: The supplied paints shall have a minimum shelf life of Twelve months from the date of receipt of material.
- 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 noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.
- v) Remaining terms related to warrantee shall be as per TSP & GEM terms.

9. INSPECTION:

Paints on delivery/receipts at along with Co-relating manufacturing's test certificates/reports, guarantee certificate and delivery challans will be inspected by MDL (User). Other general conditions related to inspection of material are as under:

- i) Receipt Inspection: MDL (User) shall carry out necessary inspection of the items on receipt at consignee location on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL 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.
- ii) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the Consignee location (ND, Vizag), 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.

10. 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.

11. 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).



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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. Other terms & conditions:

- (i) Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.
- (ii) Bidders to submit local content declaration along with their bid in the enclosed format. Non-submission of local content declaration comes under liable for bid rejection criteria.
- (iii) Right to reject: 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).
- (iv) Bidder shall abide to all tender terms & conditions. Bidder shall also abide by all Statutory requirements, Official Secret Act 1923 and Safety clause (visit MDL website <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB) for details on above requirements)

14. Contact details: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Department	Name of Executives	Contact No	Email ID
Technical	Mr. J G Saharkar, DGM(P&PC-P17A)	022 23763104	jgsaharkar@mazdock.com
Commercial	Mr. Rajendra Goilkar DGM/HoS(C-P17A & MPV)	022 2376 2747	rgoilkar@mazdock.com
	Ms. Abhishek V Deshpande, CM(C-P17A & MPV)	022 2376 2749	avdeshpande@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.



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Enclosure-1

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/ TENDER No:

ISSUED BY: Mazagon Dock Shipbuilders Limited

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as of
.....(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(e) The local content calculated using the definition given above are as under:

Tender Item Sr. No	Local content calculated as above %	Location of local value addition.

Attach separate sheet duly signed if the space not sufficient.

Note 1: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.



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Note 2: The Actual Local Content Certificate (to be provided at the time of PO placement), shall be mandatorily submitted by the successful bidder post execution of PO.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

Signature: _____

Date: _____

Seal / Stamp of Bidder



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Enclosure-2

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions (OM 6/18/2019-PPD dated 23 July 2020 & 24 July 2020 and F.7/10/2021-PPD (1) dated 23/02/2023)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
of M/s (name of bidder
entity), that:

1) The facts contained herein are within my own personal knowledge.

2) I have read the Order (Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder