



Additional Tender Terms & Conditions

GEM Bid no GEM/2026/B/8191069

Procurement of Fire Fighting items- Antiflash Hood and Gloves(CNAL) for 01 TS, 06 NGOPV and 14 FPV of ICG -Indian Coast Guard

1. **DESCRIPTION & SCOPE OF WORK:**

MAIN EQUIPMENT/ITEM/SYSTEM: Procurement of Fire Fighting items- Antiflash hood and gloves (CNAL) for 01 TS, 06 NGOPV and 14 FPV of ICG of Indian Coast Guard.

2. **EARNEST MONEY DEPOSIT:** Bidders shall furnish EMD of **Rs.75000/- only (Rupees Seventy-five thousand only)** through NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee drawn in **favour of Mazagon Dock Shipbuilders Limited**.

EMD shall be submitted as per GeM Terms & condition.

EMD exemption will be applicable as per GeM conditions and bidders shall upload valid EMD/EMD Exemption Certificate along with the bid. In case valid exemption certificate is not submitted along with original bid, the offer of the firm will be rejected.

EMD is also exempted for the bidder's permanent registered with MDL. To qualify for EMD exemption, bidder shall upload valid copy of the Registration Certificate issued by MDL, for the tendered items CNAL Item C031001) for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

EMD shall be forwarded to DGM/PE(C-CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Shipbuilding Division, Dock Yard Road, Mumbai-400010, Maharashtra, in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of EMD shall be uploaded at Part-I tender stage.

Note:

- a) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- b) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security. The returned / refunded EMD would be interest free.

MDL BANK DETAILS:

Name of Bank A/C Holder: Mazagon Dock Shipbuilders Limited

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

PAN No.: AAACM8029J

MDL GST: 27AAACM8029J1ZA

Offers with non-submission of EMD shall be categorically rejected other than exempted category.

3. **PRE-QUALIFICATION CRITERIA:**

Technical PQ Criteria:

Suppliers shall have prior experience in supply of the same items (with same DSCAT No. / Part No. / DCAN No.) either to the Indian Navy or the Indian Coast Guard. The supplier shall submit copies of Purchase Orders along with proof of supply such as Work Completion Certificate (WCC) or Inspection Report from a Third-Party Inspection Agency or Buyer-Certified Invoice or Buyer-Certified Delivery Challan.

Commercial Qualification Criteria for Goods:

The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at **INR 5,00,000** /- as per the annual report (audited balance sheet as



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applicable and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note:

(a) Start-ups shall not be given any relaxation in prior turnover and prior experience.

(b) MSEs vendor shall meet prior experience criteria & 100% relaxation of prior turnover.

(c) Applicability to 'Make in India': Bidders (manufacturer or principal of authorized representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- (i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
- (ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.
- (iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

(d) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- (i) Their principal manufacturer meets all the criteria above without exemption, and
- (ii) The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
- (iii) The bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid(supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.

(e) Joint Ventures: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

(f) Holding Companies: - Credentials of the Holding company cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods / Equipment, and each subsidiary bidding company must comply with all the PQC criteria independently. However, the Financial Standing credentials of a Holding Company can be clubbed with only one of its subsidiary bidding company having shares 51 % and more with appropriate legal documents proving such ownership. Cases where Holding Company is not fully (100%) owning the subsidiary bidding company, then Holding Company shall also provide a corporate guarantee on the subsidiary bidding company.

4. VALIDITY PERIOD OF OFFER:

- I. Bid / Offer shall have the validity period of **180 days** from the tender closing date.
- II. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.



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- III. In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

5. BID REJECTION CRITERIA

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and 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

Part-I bid opening:

- I. Bids received after tender closing date and time.
- II. Bids received other than through GEM portal (in case of GEM tender)
- III. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- IV. Bids received without EMD (other than those who are exempted from payment of EMD).

- (b) **Liabe rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender.

6. SUBMISSION OF OFFER IN TWO BID SYSTEM: Offer must be submitted in two parts as follows:

- a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially included in the Part-I bid:

- (i) Technical & Commercial offer.
- (ii) Pre-qualification documents.
- (iii) Valid MSME Udyam Certificate, MDL Registration Certificate & ISO Accreditation Certificate (If applicable),
- (iv) Taxes and duties certificate for which they are registered.
- (v) Compliance Certificate w.r.t. Land Border Clause
- (vi) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes for each line item in terms of percentage of total quote.
- (vii) PO copies along with Work completion certificate proof for technical pre-qualification criteria.
- (viii) Declaration of "Local Content as specified in the tender.
- (ix) Bidder contact details as per attached enclosure" Contact Details of the bidder
- (x) Bidders are required to provide 02 set hard copies of Techno-Commercial Offer to MDL within 07 days from date of closing of tender addressed as under:

HOS (SB-Design -Engineering)
K.A. – Mr. Ashish Kr Yadav, M (SB-Design - Structural)
2nd Floor, West Block
Mazagon Dock Ship Builders Limited
Dockyard Road, Mumbai 10

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

- b) **Part-II (Price Bid):** Prices for each of the listed items for each group has to be uploaded on GEM.

7. DELIVERY PERIOD/COMPLETION SCHEDULE:

- (a) **Delivery Period / Contract Period:** Delivery/contract period from the date of PO placement shall be as tabulated below:



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Details Yard	Fire Fighting items
16101	PO + 02 months
16401	PO + 05 months
16403	PO + 17 months
16405	PO + 29 months

(b) The delivery dates mentioned against each line item/service in SAP tender are for indicative purpose.

8. Pricing:

(a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Address
Fire Fighting items- Antiflash Hood and Gloves	MDL Anik Chembur (AIND) bond store

(b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

(c) **Price Variation Clause: (For Goods & Services):** Not Applicable

9. WARRANTY/GUARANTEE:

(a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of minimum Twenty four (24) months from the date of supply.

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

10. **PERFORMANCE SECURITY (EPBG):** Separate Performance Security for an amount equal to 5% of single order value (Including taxes, duties) payable in Indian Rupees shall be submitted as per Gem portal.

Note:

Bidders intends to submit Bank Guarantee towards Performance security/EMD, the Bank Guarantee should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).

- Mandatory Requirement:** - Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
- IFSC Code:** While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
- Authenticity of SFMS BG:** Bidder shall get SFMS BG issued from SFMS enabled Bank. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.



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- iv. Stamp Paper/Frinking Receipt: The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The nonjudicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- v. Receipt of SFMS BG: The Original SFMS BG in physical form, (along with SFMS delivery Report/Message copy which has been transmitted by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.
- vi. Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- vii. Non-Acceptance of BG: In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- viii. Amendment in BG: For any amendment of SFMS BG, message 767COV through SFMS should be used.

11. PRESERVATION & PACKING: NA

12. TAXES & DUTIES: To be included in the submitted quote, as per GEM & Govt. guidelines. Custom Duty: Not reimbursable.

13. CONSIGNEE:-

- (a) Material scheduled for delivery are to be delivered at MDL (MDL Anik Chembur(AIND) bond store located in Mumbai)
Note:-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.
- (b) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - Inspection Release Note (IRN) issued by nominated inspection officer.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc.
 - Technical documentation, if applicable.
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (c) 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 fork lift/crane for unloading.

14. INSPECTION:

Receipt Inspection: - MDL Inspection dept & CGPRT (Mbi).

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

- (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.



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- (b) The testing charges for samples should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.
- (c) **Receipt Inspection:** MDL & CGPRT(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 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.
- (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.

15. **PAYMENT TERMS:**

(a) **Main Equipment, Documentation**

- (i) On receipt of Invoice, 100 % of Payment shall be made within 20 days from generation of Consignee Receipt & Acceptance Certificate(CRAC) of material and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.
- (ii) Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PS of equivalent amount valid up to warranty period plus 60 days.

16. **INTEGRITY PACT (IP): NA**

17. **EXCHANGE RATE VARIATION: NA**

18. **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 the tender.

Design Dept.	Mr. D Sathiya Murthy, AGM/HoS (D-Engg)	+91 22 2376 3040	dmurthy@mazdock.com
	Mr. Ashish Kr Yadav, M (SB-Design -Engg)	+91 22 2376 3041	akyadav@mazdock.com
Commercial Dept.	Mr. D S Chavan, DGM /PE(C-CGP)	+91 22 2376 2782	dschavan@mazdock.com
	Ms Shipon Sarkar, M(C-CGP)	+91 22 2376 2765	sssarkar@mazdock.com

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED



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We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



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Format for Contact Details- Annexure II

ENCLOSURE TO MDL Tender No:	
Name of Bidder:	
Address:	
Contact Number:	
email id:	
Details of Authorised Representatives; (Three Levels)	
1	Name:
	Designation
	Direct Landline Number:
	Mobile Number:
	Email id:
2	Name:
	Designation
	Direct Landline Number:
	Mobile Number:
	Email id:
3	Name:
	Designation
	Direct Landline Number:
	Mobile Number:
	Email id:



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ANNEXURE-C-1

ACTUAL LOCAL CONTENT CERTIFICATE (Tender value Less than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) 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 CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

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),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

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

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

- (d) 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. I undertake to retain the relevant documents for 7 years from date of execution.

- (e) 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: _____

Stamp / Seal of the company



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Annexure-B-1

DECLARATION CERTIFICATE FOR LOCAL CONTENT **(Tender value Less than Rs 10 Crores)**

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 CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/ TENDER No:

ISSUED BY (Name of Firm):

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.

(d)

i) I seek benefits against the following policy only:

1) PPP MSE Order 2012

2) PPP MII 2017



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(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.

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

(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 19.07.2024 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 19.07.2024.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidders

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Sr. No.	Material / Service Details	Qty	Unit	Yard	Delivery
1	ANTIFLASH HOOD DS CAT/ P-SERIES NO :-8415-000302 SPECIFICATION :-IND/NAVY/TC/ 4287(B)	405	NOS	16101	60
2	ANTIFLASH GLOVES DS CAT/ P-SERIES NO :-8415-000058 SPECIFICATION :-IND/NAVY/TC/ 4273(d)	405	NOS	16101	60
3	ANTIFLASH HOOD DS CAT/ P-SERIES NO :-8415-000302 SPECIFICATION :-IND/NAVY/TC/ 4287(B)	650	NOS	16401	150
4	ANTIFLASH GLOVES DS CAT/ P-SERIES NO :-8415-000058 SPECIFICATION :-IND/NAVY/TC/ 4273(d)	650	NOS	16401	150
5	ANTIFLASH HOOD DS CAT/ P-SERIES NO :-8415-000302 SPECIFICATION :-IND/NAVY/TC/ 4287(B)	650	NOS	16403	510
6	ANTIFLASH GLOVES DS CAT/ P-SERIES NO :-8415-000058 SPECIFICATION :-IND/NAVY/TC/ 4273(d)	650	NOS	16403	510
7	ANTIFLASH HOOD DS CAT/ P-SERIES NO :-8415-000302 SPECIFICATION :-IND/NAVY/TC/ 4287(B)	570	NOS	16405	870
8	ANTIFLASH GLOVES DS CAT/ P-SERIES NO :-8415-000058 SPECIFICATION :-IND/NAVY/TC/ 4273(d)	570	NOS	16405	870