

## Bid Corrigendum

GEM/2023/B/4365146-C5

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. 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 LTD  
Account No.  
11079519138  
IFSC Code  
SBIN0006070  
Bank Name  
STATE BANK OF INDIA  
Branch address  
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.
2. 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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
3. Buyer Added text based ATC clauses

### ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **This tender is nominated Limited Tender. Bidders who have received intimation from MDL(P17A-Commercial) for this tender are only allowed to submit their bid. All other bids, if any received from other than nominated Limited bidders will be summarily/categorically rejected.**
2. **DESCRIPTION & SCOPE OF WORK:**
  - (a) **MAIN EQUIPMENT/ITEM/SYSTEM:** Manufacture and Supply of Gastight Doors, Watertight Doors & Watertight Hatches for 4 nos. P17A Ships (MDL Y-12651 to Y-12654) as per TSP No. DR/P 17A/2026/4 dated 28.11.2023.
  - (b) **Binding Data/QAP/Drawings/Documentation:** Shall be submitted as per TSP.
  - (c) **ON BOARD SPARES (OBS):**
    - (i) Recommended OBS & Tools list, along with quantity for each ship sets, as per TSP, to be proposed by the bidder in Part-I bid. The list of OBS shall be in ILSM-V2 (Integrated Logistics Management System) format, (INCAT databank compatible format) shall be uploaded along with

h the Part-I bid. This list should be in Excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid. OBS will be ordered along with the main equipment. The OBS shall be well packed in specific size of SPTA box and stores on-board the ship without any defect or deficiencies. The Box containing OBS shall be in "RED" color and a list of items shall be appended inside and outside of the box.

- (ii) Separate OBS sets are to be proposed for one year & two years' exploitation period as per TSP. It is mandatory to quote OBS against each line item for 1 year as well for 2 years of exploitation period. Please note that the OBS prices are not to be indicated in Part-I bid.
- (iii) For ranking the bids, only 1 year OBS cost will be considered. Decision to place Order for OBS for 2 years of exploitation period shall be taken by IN/MDL at a later date.
- (iv) **FINANCIAL DOCUMENT:** All bidders should upload the financial document for the prices of 2<sup>nd</sup> Year OBS as per following line items:

Item description	Rate (Rs.)
On Board Spares for two year for Y12651	
On Board Spares for two year for Y12652	
On Board Spares for two year for Y12653	
On Board Spares for two year for Y12654	

3. **Pre-Qualification Criteria:**

**Technical/ Work experience Criteria:** Technical/ Work experience Criteria: Bidder shall submit type approval certificate for 1600\*750\*3 mm Gastight / Watertight door, 1600\*750\*5 mm Watertight Door both in accordance with NCD 1447 Issue2, April 2012 and 800\*800\*6 mm Watertight Hatch in accordance with NCD 1448 Issue 2, April 2012.

Note: Bidders need to upload / submit supporting documentary evidence in support for above Pre-Qualification Criteria.

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

- 4. **Pricing:** Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services as under:

Items/services	MDL (for 4 Ship sets)
Main Equipment & OBS	MDL, Mumbai Store

- 5. **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.
- 6. **Delivery schedule:** It shall be 3 months from the date of approval of QAP. QAP submission and approval guidelines indicated in the TSP clause No 6.6  
 Note: If any delay is there in approval of QAP/drawings and same is not attributable to vendor, then corresponding days will be added in contractual delivery period. Against Part Supplies Part Payments are acceptable.

7. **Consignee:**

- (a) Material scheduled for delivery are to be delivered at MDL Store at Anik Chembur yard.  
 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.

- Delivery Challans clearly indicating MDL Purchase Order No
  - Packing List co-relating the items in the inspection report.
  - Copy of Warranty Certificate etc.
  - E-Way bill 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.

**8. Payment terms:**

- (a) Advance payment is not applicable for this tender.
- (i) 100 % of Payment shall be made within 15 days after generation of CRAC OR receipt & acceptance of material/services whichever is early on submission of Performance Bank Guarantee (PBG) valid up to contract validity plus 60 days claim period and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable. The following documents required for certification of payment:
- a. Suppliers invoice.
  - b. PO copy with amendments if any
  - c. Proof of submission of PBG (Wherever applicable).
- Note:** Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.
- (ii) **Part Payment:** Part Supply, Part Payment is applicable.

**9. 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.

**10. 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".

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

LD clause shall be applicable as per GeM terms & conditions @ 0.5% per week for delay in delivery of material, in addition to that following LD clause shall also be applicable.

- a. LD @ 0.25% per week delay or part thereof subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concerned authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date. Delay, beyond one month, in submission/approval of BD/QAP attributable to Supplier shall be added to the delay in delivery of equipment for the purpose of calculation of LD.
- b. The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.

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

**12. PERFORMANCE BANK GUARANTEE (PBG):**

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement as stipulated in TSP & SOTR plus two months (60 days). In case any delay in delivery, vendor shall extend the validity of performance security suitably.

**13. Guarantee/warranty Requirement:**

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of 48 months from date of receipt in MDL. Refer TSP clause.
- (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.

**14. INSPECTION:** It shall be TSP. 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.
- (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) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
- (d) The Inspection charges shall be directly paid by MDL to MDL nominated inspection agency. These charges shall not be included in the bidder's quote.
- (e) **Receipt Inspection:** MDL with Warship Overseeing Team (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.
- (f) **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. 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.

**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 Purchaser the full amount of loss and damage.

**17. Other terms & conditions:**

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

18. **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
Technical	Mr CGK Rao PE(D-P17A)	022 2376 3035	gk Rao@mazdock.com
	Mr. B Mohamed Asraff CM (SB-Design Outfit.)	022 2376 3062	bmasraff@mazdock.com
Commercial	Mr. Satish Chandra, CM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Sagar Shende, M (C-P17A)	022 2376 2750	sushende@mazdock.com

**Note:**

- 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.
- Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

**Corrigendum No. 2 Dated 16.01.2024**

1. **The following clauses related to technical pre-qualification criteria is revised as tabulated below:**

Sl. No	Clause No.	Existing	To be read as
a.	ATC Clause No No. 3	<p><b>Pre-Qualification Criteria:</b></p> <p>Technical/ Work experience Criteria a: Bidder shall submit type approval certificate for 1600*750*3 mm Gastight / Watertight door, 1600*750*5 mm Watertight Door both in accordance with NCD 1447 Issue2, April 2012 and 800*800*6 mm Watertight Hatch in accordance with NCD 1448 Issue 2, April 2012.</p>	- - - - - - - - - -
		The Supplier should hold type approval certificate for 1600x750x3 mm Gastight / Watertight door, 1600x750x5 mm Watertight door both	<u>All GT/WT doors &amp; WT hatches are to prototype tested. Details of test to be carried out</u>

b.	6.5 of PART-A GENERAL REQUIREMENTS of TSP	in accordance with NCD 1447 Issue 2, April 2012 and 800x800x6 mm Watertight hatch in accordance with NCD 1448 Issue 2, April 2012, all issued by IHQ/DNA for manufacturing/supply of Gastight / Watertight Doors & Watertight Hatch as per ATTACHMENT NO. 4.	on the prototype prior bulk production are given in NCD 1447 & NCD 1448 for doors & hatches respectively. All prototype tests to be conducted in the presence of representatives from IHQMOD(N) and DQA(WP).
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2. **The closing date extended from 17.01.2024 to 23.01.2024.**

3. **Rest all other tender terms & conditions remains unchanged.**

## 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. 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 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](#)