

PROCUREMENT OF EYE PLATES

ADDITIONAL TERMS & CONDITIONS (ATC)

1. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

- a) Following categories of Sellers shall also be exempted from furnishing Bid Security/EMD in addition to those mentioned in the latest version of GeM General Terms & conditions:
 - i) Bidders registered (Permanent-MDLP) with Mazagon Dock Shipbuilders Limited (MDL) for MDL Material Group **F017002** are exempted from submission of EMD. However, to qualify for EMD exemption, bidders should necessarily upload copy of valid registration certificate issued by MDL in Part-I offer/bid. Bidders in process of obtaining MDL registration will not be considered for EMD exemption.
 - ii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption
 - iii) 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 submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- b) The bidder seeking EMD exemption, must submit the relevant valid supporting/registration document in place of bid security document while bidding.

On GEM, Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the **offered Product are eligible for the EMD exemption. Hence**, MSE bidders who seek EMD exemption, are required to furnish declaration of being manufacturer of offered product in the format given at Enclosure – 3 of this document.

2. **PRE- QUALIFICATION CRITERIA:**

- a) <u>Technical PQ Criteria</u>: The bidder shall have past experience of manufacturing and supplying forged lifting eye for any sea going vessels and bidder shall submit the relevant PO copies, Weight certificate and work completion certificate (invoice, delivery challan, WDCs etc) must be submitted with offer as proof in support of past experience.
- 3. **<u>DELIVERY PERIOD</u>**: On placement of contract, Material delivery shall be completed progressively within **02 months** from date of placement of contract.

4. **WARRANTY/GUARANTEE**:

The material supplied shall be guaranteed for minimum 12 months from the date of receipt and acceptance of material by MDL. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities. 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 rights under the contract. The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.



5. **PRICING**:

Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

<u>Delivery Address</u>: Mazagon Dock Shipbuilders Limited, Anik Chembur Yard, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.

6. The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

7. 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 financers based on Buyer's credit profile.
- ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
- 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:

Amit Kumar Dutta, Mob – 8600179668, Mail - <u>amit1.dutta@invoicemart.com</u> Complete address - A.TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604

- b) "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below:
- (i) Shaiwal Sinha, Mob: 9599224594, Mail: shaiwal.sinha@m1xchange.com
- (ii) Ankit Singh, Mob: 9800250395, Mail: ankit.singh@m1xchange.com

Complete Address-: M1xchange Office address (Mumbai): A-403, The Qube 4th floor, MV road, Marol, Andheri (E) Mumbai – 400059

c) Receivables Exchange of India Ltd

Contact details are as below -

- (i) SANTOSH YADAV, Mob +91-9167708156, Mail santosh.yadav@rxil.in
- (ii) ANGELIN ANBARASAN, Mob +91-8451975191, Mail angelin.anbarasan@rxil.in

Complete address - Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042



8. **E INVOICE**:

Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). Wherever 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 Rules, 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 onwards has not exceeded Rs. 5 Crores as per GST act".

9. **PERFORMANCE BANK GUARANTEE:**

Successful bidder shall submit Performance Bank Guarantee in favor of MDL equivalent to an amount of 5% of Order value and valid till 16 months (02 months of delivery + 12 months' warranty period + 2 months claim period) from the date of PO.

10. **CONSIGNEE**:

- (a) Material to be delivered at: Mazagon Dock Shipbuilders Limited, Anik Chembur Yard, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.
- (b) 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.
- (c) Following document should be submitted along with material:
 - GeM Invoice and Commercial Invoice (Seller's Tax Invoice)
 - PO copy & subsequent amendments issued to it, if any.
 - Inspection Release Note (IRN) issued by nominated inspection authority, as applicable.
 - Certificate of compliance (if any).
 - Delivery Challans clearly indicating MDL Purchase Order No or GeM Contract no.
 - Packing list co-relating the items in the PO
 - Copy of Warranty Certificate, Preservation Certificate etc. as applicable
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (d) Unloading of Material at Anik Chembur Yard shall be the responsibility of Vendor.
- (e) Each Delivery challan and Invoice shall indicate the quantity of the goods in numbers.

11. RECEIPT INSPECTION:

MDL inspection cell shall carry out necessary inspection of the items on receipt of item at MDL stores. Any objection raised by MDL inspection cell against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time. Goods accepted by the purchaser at the initial and final inspections, 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.



Note: MDL reserves the right to test the supplied product at Govt. or NABL lab for verifying the compliance of the supplied products to the specification of the PO. If the test result confirms the compliance of the product to the specification of the PO, then the testing charges shall be borne by MDL. However, if the test result confirms non-compliance of the product to the specification of the PO, then the whole lot shall be rejected and the testing charges shall be recovered from the supplier.

12. <u>INDEPENDENT EXTERNAL MONITORS (IEM):</u>

The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

i) Shri Deepak Kashyap, IRTS(Retd.) Email ID: <u>deepakkashyapnd02@gmail.com</u>

ii) Shri M.N.Krishnamurthy IPS,(Retd.) Email ID: krishnamurthymn19@gmail.com

13. **HINDRANCE REGISTER**:

Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer, delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority, the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

14. WORKING ON MDL HOLIDAYS:

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

15. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in certain cases as enumerated in Enclosure – 2.



Note- Participation of any bidder in this tender is construed as the bidder unconditionally agree and abide by the content of undertaking at Enclosure 2.

16. CONTACTING MDL DURING THE EVALUATION:

From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

17. CARTEL FORMATION/POOL RATES:

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

18. **ADDITIONAL INSTRUCTIONS**:

- (a) Bidders to ensure the completeness and clarity in their online offer by ensuring that complete/relevant documents/details required as per tender are uploaded ALONG WITH THEIR PART I ONLINE BID on GeM PORTAL. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. In case of shortfall documents, opportunity may be given to the bidder to submit the shortfall/supportive document through GeM portal. Bidder to note that the shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. Bidders shall regularly check their GeM bid status on GeM portal for any such clarifications. Bidders are expected to provide clarification before the deadline on GeM portal. If the bidder does not comply or respond by the date, his offer will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
- (b) Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- (c) Once the Local Content declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated including debarment as deemed fit.



- (d) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. Participation of any bidder in this tender is construed as the bidder unconditionally agree and abide by the Provisions of Official Secret Act 1923 as given at Enclosure 1. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (e) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (f) Part Supply Part Payment shall be acceptable.
- (g) No claims by the firms will be entertained after 03 years from date of execution/completion of order.

19. RISK PURCHASE:

If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor directly or from the payments due against any other order/s in MDL or any other Govt. organization/ CPSU.

20. WARNING CLAUSE:

It may please be noted that the MDL is the defence PSU executing the defence orders for Nation Building as per the defence strategic plans focusing on the advanced security armour in place with state of art facility. Hence the orders placed / concluded by this organization have direct impact on the Defence strategic plans. Therefore, execution of the orders/contracts of MDL as per the techno-commercial terms and conditions therein are required to be strictly followed and abided with. It may be noted that any miss-conduct of grabbing the order and not executing the same for whatever reasons, may lead to construed as deliberate efforts to affect the Defence strategic plans, which comes under the periphery of betrayal to the Nation. This may further lead to breaching of laws relevant to causing threat to National security and accordingly the proceedings can be initiated against such unscrupulous bidders. Therefore, the bidders should take outmost precaution and measures before submitting the bid/offer. After placement of order no other deviation/excuses will be entertained and stringent action will be undertaken.



21. **CONTACT DETAILS FOR QUERIES:**

All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Dept.	Name of Executives	Contact No	Email					
Technical	Mr. Sadanandam Dodda, CM(D-Engg)	022-23763049	sdodde@mazdock.com					
Technical	Mr. Shailendra Singh Tomar, M(SB-Design)	022-23763036	stomar@mazdock.com					
Communical	Mr. Vikas Gautam, DM(MP-SPC)	022-23763248	Vikasgautam@mazdock.com					
Commercial	Mr. M. Meshram, DGM(MP-SPC)	022-23763259	mmeshram@mazdock.com					

ENCLOSURES:

Enclosure-1	Official Secret Act 1923
Enclosure-2	Undertaking For Conflict Of Interest
Enclosure-3	Confirmation of being manufacturer of the offered product (To be submitted by MSE bidders)



ENCLOSURE-1

Official Secret Act 1923

(ILLUSTRATIVE FORMAT)

SECTION 2(B); "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3: "PENALTIES FOR SPYING"

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy; or
- c) obtains, collects, records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

If Any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8: "DUTY OF GIVING INFORMATION"



It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9: "INCITEMENT"

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10: "PENALTY FOR HARBOURING SPIES"

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11: "SEARCH WARRANTS"

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.



ENCLOSURE-2

UNDERTAKING FROM THE BIDDER REGARDING CONFLICT OF INTEREST

We do not have any conflict of interest with other bidders. We agree for the following compliance;

- 1. The bidder found to have a conflict of interest shall be disqualified.
- 2. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - b) Indian/foreign agent on behalf of only one principal.
 - vii. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
 - viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SIGNATURE:
SEAL/STAMP (of bidder):
DATE:



ENCLOSURE-3

Confirmation of being manufacturer of offered product (Compliance to Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM) – To be submitted by MSE bidders.

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SR NO.	ITEM TITLE	ITEM DESCRIPTION	MANUFACTURER OF OFFERED PRODUCT (YES/NO)
1	Item no 1 (Material Code-39406984)	For Technical Specification refer Technical Specification Document SR no 100	
2	Item no 2 (Material Code-39406985)	For Technical Specification refer Technical Specification Document SR no 200	
3	Item no 3 (Material Code-39406986)	For Technical Specification refer Technical Specification Document SR no 300	
4	Item no 4 (Material Code-39406987)	For Technical Specification refer Technical Specification Document SR no 400	
5	Item no 5 (Material Code-39406988)	For Technical Specification refer Technical Specification Document SR no 500	
6	Item no 6 (Material Code-39406989)	For Technical Specification refer Technical Specification Document SR no 600	
7	Item no 7 (Material Code-39406990)	For Technical Specification refer Technical Specification Document SR no 700	
8	Item no 8 (Material Code_39406991)	For Technical Specification refer Technical Specification Document SR no 800	
9	Item no 9 (Material Code_39406992)	For Technical Specification refer Technical Specification Document SR no 900	

Note:

- 1. As per Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM, EMD exemption is applicable for those offered items of which the MSE bidder is a manufacturer. For the remaining products/items, MSE bidder shall not be eligible for exemption of EMD.
- 2. Above confirmation shall be duly filled (Yes or No) for each item by the bidder and it shall be uploaded along with the Part 1 bid.

Signature & Stamp of the Authorized Person of bidder

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MATERIAL CODE NO.

VT.OF EACH E.P IN K.G.

Chemical Composition as per BS 970 – Wrought steels enclosure 3A except that the manganese content shall be not less than 2.5 times the carbon content(FDRGED STEEL IS:1875). All eye plates shall be normalized in a properly constructed furnace under pyro metric control,

(50.80) (101.60) (136.53) (228.60) (30.18) (203.20)

IMPORTANT NOTES

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by risng to temperature of between 870 and 900 C, and maintaining the temperature for one hour, withdrawing and cooling in still air. The zenske properties shall be as required in Enclosure A of BS 970 except that the elongations per cent shall be not less than ന്

29 longitudinally and 22 transversely.

Bend test pieces 1 nch square in section with edges rounded to a radius of 0.0625 inch shall withstand without cracking, bending cold through 180 degrees in a longitudinal direction and 130 degrees in a transverse direction, over a former of radius not more than 0.25 inch.

The proof loads are given on drawing and the breaking strength shall not be less than twice the proof load. The weight of each type of eye plate shall be Indicated on the test certificate issued by the Inspecting Authority. ம் வ