

Bid Corrigendum

GEM/2022/B/2250322-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. **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.
2. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address MAZAGON DOCK SHIPBUILDERS LIMITED MAZAGON DOCKYARD ROAD MUMBAI 400010.
4. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
5. 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 %.
6. 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.
7. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Cost of visiting the site shall be borne by the bidder.
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: All.
10. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
11. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
12. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): As per ATC
Post Receipt Inspection at consignee site before acceptance of stores: As per ATC
13. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
14. Buyer Added text based ATC clauses

1. Submission of drawings for MDL Approval prior to manufacture:

Prior to manufacture, a set of following drawings with all dimensions shall be submitted for MDL approval within 1 month after order placement.

Rating & Marking Plate drawing

General Arrangement & Layout drawing for transformers' installation at actual site

HV bushing assembly

LV bushing assembly

Terminal arrangements

HV & LV Terminal Box

Bus Duct Entry Box

Marshalling Box

Wiring schematic

GA drawing of offered Transformers

Busduct Layout, GA drawings for termination at LV side & joining details with existing bus duct for both transformers

Busduct sections' dimensional details & technical ratings & details sheet

Busduct supporting arrangement (GA drawing) for both transformers

List of makes of all fittings and accessories

2. Stage Inspection by MDL and Testing during manufacturing of Both Transformers:

MDL representatives shall carry out the stage inspection & testing for both transformers

prior to tanking. The supplier shall give 10 days' advance intimation to MDL for stage inspection & testing. The supplier shall submit Test Reports of various stages of QAP inspection & testing till the tanking process, at the time of Stage inspection.

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3. Pre-dispatch Inspection & Testing of Both Transformers:

- a) Below mentioned all Routine Tests & Type Tests shall be conducted on both the transformers at Manufacturer's Works in the presence of MDL's representatives. Some of the Routine tests & Type tests specifically mentioned below in the scope shall be conducted at Manufacturer's Works by ERDA/CPRI personnel using ERDA / CPRI's own equipments in the presence of MDL's representatives. Original Test Certificates for the tests carried out by ERDA/CPRI shall be issued by ERDA / CPRI and Original Test Certificates for tests carried out by the Manufacturer shall be issued by the manufacturer.
- b) Supplier shall submit both the certificate sets to MDL. Based on the Test Reports, Dispatch Clearance shall be given from MDL office at Mumbai. Inspection & Testing charges inclusive of ERDA / CPRI's services, as well as Manufacturer's services shall be included in the cost of offered transformers at the time of bidding.
- c) Supplier shall issue pre-dispatch inspection & testing call 15 days in advance prior to the inspection & testing schedule, with confirmation that both the transformers are complete in all respect so as to be offered for the pre-dispatch inspection and testing. Supplier shall also forward the inspection & test schedule at the time of giving inspection & testing call. All of these tests shall be conducted at a one go.

4. Annexures to be submitted along with the technical bid:

The bidder shall fill in & submit the following 3 nos. Annexures along with the submittals as mentioned in clause no. 8.1, which shall be part of the technical bid of the offer. If the duly filled in Annexures & above mentioned submittals are not submitted with the technical bid of the offer, then the offer shall be rejected.

Annexure 1: Confirmations by bidder for scope of Supply & Work for Both Transformers and Technical Pre-Qualification Criteria.

Annexure 2: Confirmations by bidder for Guaranteed Technical Particulars.

Annexure 3: Bidder Declaration.

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5. Deviations:

Firm shall strictly adhere to MDL specifications. If there are any deviations from this Specification, it shall be clearly mentioned in the technical bid by reference to the Specification clause no./GTP/Drawing and a description of the alternative offer. Acceptance of deviation shall be at the sole discretion of MDL. After placement of MDL P.O., no deviation shall be accepted.

6. Guarantee:

Transformers supplied against this specification shall be guaranteed for the period of 12 months from the date of commissioning or for period of 18 months from the date of supply.

7. Documents to be supplied at the time of delivery:

1. Set of all the approved documents mentioned in the clause no. 9 of this specs.
2. Spare parts list/Bill of material in excel sheet format
3. Calibration certificates for all the gauges fitted on the transformer
4. Guarantee Certificates
5. Instruction & Operation Manual
6. **Softcopies of documents listed above from 16.1 to 16.5 on 2 nos. DVDs**

8. Site clearance:

At a time, single transformer shall be taken up for installation & commissioning. After supply of transformers, firm shall seek for site clearance from MDL for installation. After successful commissioning of 1st transformer (after one week under observation on load), firm shall again seek site clearance from MDL for installation of the 2nd transformer.

9 .Commissioning:

The complete scope of work shall be executed (supply, installation, testing & commissioning of both transformers) within 06 months from the date of placement of MDL P.O. After energizing each transformer, it shall be kept under observation for one week on load, to consider it for successful commissioning.

CORREGENDUM -1

Following changes are incorporated in **"Annexure-A"** (Technical Specifications & Scope of Supply) uploaded with Bid:

1. 03 Nos. in place of 02 nos. at Heading of Annexure-A.
2. 03 Nos in place of 02 nos. at para 1.1 of SCOPE (Page1 of 31).
3. Installation & Commissioning of all the 03 transformers in place of both transformers at para 1.2 of SCOPE (Page1 of 31).
4. All the three transformers in place of both transformers at para 1.9 of the SCOPE (Page3 of 31).
5. 03 Nos. in place of 02 nos. in para 1.11 of SCOPE (Page3 of 31).
6. 1600 kVA in place of 1000 kVA in para 3.6 of Principal Parameters (Page5 of 31).

15. Buyer uploaded ATC document [Click here to view the file.](#)
16. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
17. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
18. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
19. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
20. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.
21. 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 Limited Account No. 10005255246 IFSC Code SBIN0009054 Bank Name State Bank of India Branch address Mazagon Dock Branch, Opp Nirman Bhavan, Mazagon, Mumbai-10. 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.
22. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
23. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
24. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)