





दिनांक /Dated: 09-10-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-10-2025 15:00:00	
बिड खुलने की तारीख/समय /Bld Opening Date/Time	14-10-2025 15:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence	
विभाग का नाम/Department Name	Department Of Defence Production	
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited	
कार्यालय का नाम/Office Name	******	
कुल मात्रा/Total Quantity	4	
वस्तु श्रेणी /Item Category	Advanced Manufacturing and Robotics (Q2) (PAC Only)	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविद्यकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविद्य में भाग लेने वाले सभी निविद्यकारों को दिखाना चाहते हैं? संदर्भ मेन् हैं/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1	

बिड वि	वरण/Bid Details
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सर्टेशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पदति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India	
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00	
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	16	

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

PE(C-P17A)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Mazagon Dock Shipbuilders Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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П	एमएसई खरीद वरीयता/MSE Purchase Preference	I Yes
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Single Tender

Single Tender Applicable	Yes	
	The sources of supply are definitely known and possibility o fresh source(s) beyond those being tapped is remote.	
List of Seller Organization for participation	Saif Automations Services LLP	

मध्यस्थता खंड के समावेश को मंजूरी देने वाले सक्षम प्राधिकारी का विवरणः/Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : <u>View Document</u>

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Vivekanand Singh	
सक्षम प्राधिकारी का पद/Designation of Competent Authority	Navigation officer(desig)	
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Navigation	
सीए अनुमोदन संख्या/CA Approval Number	Nil	
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	2025-10-06 00:00:00	
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	PAC approval from IDEX-DIO(Defence innovation organisation) received for remote operated lifebuoy along with enclosure.	

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder

Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

- 5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 subsequ Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 8. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Advanced Manufacturing And Robotics (4 pieces) (Under PAC)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Make	saifseas
Model	ss1-1200-15-444-s52-v21-he-24

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Sector and Industry	Sector/ Industry	Agriculture and Allied Industries, Automobiles, Auto Components, Aviation and Aerospace, Banking and Financial Services, Consumer Durables, Ecommerce, Education and Training, Engineering and Capital Goods, Fast Moving Consumer Goods, Healthcare, Infrastructure, Insurance, IT & ITeS, Manufacturing, Media and Broadcasting, Metals And Mining, Oil and Gas, Pharmaceuticals, Ports, Power, Railways, Real Estate, Renewable Energy, Retail, Roads, Science and Technology, Services, Steel, Telecommunications, Textiles, Tourism and Hospitality
	Aligned Ministry	Ministry of Agriculture and Farmers Welfare, Ministry of AYUSH, Ministry of Chemicals and Fertilizers, Ministry of Civil Aviation, Ministry of Coal, Ministry of Commerce and Industry, Ministry of Communications, Ministry of Consumer Affairs, Food and Public Distribution, Ministry of Corporate Affairs, Ministry of Culture, Ministry of Defence, Ministry for Development of North Eastern Region, Ministry of Earth Sciences, Ministry of Electronics and Information Technology, Ministry of Environment, Forests and Climate Change, Ministry of External Affairs, Ministry of Finance, Ministry of Food Processing Industries, Ministry of Health and Family Welfare, Ministry of Heavy Industries and Public Enterprises, Ministry of Home Affairs, Ministry of Housing and Urban Affairs, Ministry of Human Resource Development, Ministry of Information and Broadcasting, Ministry of Jał Shakti (Water), Ministry of Labour and Employment, Ministry of Law and Justice, Ministry of Micro, Small and Medium Enterprises, Ministry of Ministry of Ministry of Panchayati Raj, Ministry of Parliamentary Affairs, Ministry of Personnel, Public Grievances and Pensions, Ministry of Personnel, Public Grievances and Pensions, Ministry of Road Transport and Highways, Ministry of Science and Technology, Ministry of Shipping, Ministry of Science and Technology, Ministry of Shipping, Ministry of Science and Programme Implementation, Ministry of Skill Development and Entrepreneurship, Ministry of Steel, Ministry of Textiles, Ministry of Tourism, Ministry of Tribal Affairs, Ministry of Animal Husbandry, Dairying And Fisheries, Ministry of Youth Affairs and Sports

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	*****	**********Mumbai	मात्रा /Quanti ty	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरीतक पूरी कर ली जाए /Delivery to be completed by
			2	0	60
			2	61	120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्ते/Buyer Added Bid Specific Terms and Conditions

1. Generic

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 %.

2. Generic

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.

3. Generic

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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

PREAMBLE:

Mazagon Dock Shipbuilders Limited(Buyer), invites e-offers in Single bid system i.e. (Techno Commercial Bid + Price Bid) from Indian Navy Nominated bidder (Seller) only on GeM portal for Procurement of Remote oper ated lifebuoy for Y-12653&12654 of P17A.

Note: This tender is a single bid single tender for the Indian Navy nominated vendor for remote operated lifebuoy. All other bids, if any received other than Single nominated bidder will be sum marily/categorically rejected.

- a) Performance Bank Guarantee (PSBG) shall be in favor of MDL.
- b) Tender line items are inseparable and non-divisible in nature.
- 1. <u>DESCRIPTION & SCOPE OF WORK</u>: Procurement of Remote operated lifebuoy for Y-12653&12654 of P17A as per technical specification & tender.
- 2. Submission of Offer In Single Bid System: Offer must be submitted in Single bid (Technical +Price Bid).

The bidder shall ensure following are essentially included in bid:

- (i) Bidders / Suppliers should enclose additional documents as applicable to this tender.
- (ii) GST % for all quoted line items
- (iii) Prices for each of listed items has to be uploaded strictly in prescribed format provided on GeM portal. Bids received other than this given format will be rejected.
- **3. Pricing:** Prices shall be quoted for each line item on all-inclusive basis as per terms and conditions of this te nder as applicable for door delivery to MDL Stores. Quoted prices shall remain firm & fixed during currency of contract.
- **4.** <u>Delivery schedule</u>: Y12653: 60 Days from placement of PO Y12654:120 days from placement of PO

Part Delivery: Part Supplies, Part Payment are acceptable.

Consignee:

(a) Material scheduled for delivery are to be delivered at Aanik yard, Chembur

Mumbai.

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute th eir 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.
 - 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

(d)Delay in submission of relevant documents as per tender requirement will delay CRAC process and delay the payment process, as payment timeline is 15 days from CRAC generation.

5. ISSUANCE OF E-INVOICE BY VENDOR:

- a) 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 QR code and invoice registration no. (IRN).
 This rule will not apply to Micro Vendors with Udyam Registration No. (URN).
- b) Payment will be released to Vendor against e-Invoice, or Vendor has to submit self- declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2 017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turn over in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 cr. as per GST Act".

6. Liquidated Damages (LD):

LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in supply of material. Note: LD is applicable with maximum ceiling as per GeM terms and conditions.

7. Guarantee/warrantee Requirement:

- (a) The supplied items shall have guarantee/warranty of minimum twelve months from the date of receipt of material at MDL.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & a pproved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defect s 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

8. Performance Security Bank Guarantee (PSBG):

Performance Security is to be furnished within 15 days after notification of the award of contract and it shoul d remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. In case any delay in delivery, vendor shall extend the validity of performance security suitably.

- **9.** <u>Inspection</u>: Items shall be inspected by MDL and Ship staff. Other general conditions related to inspection of material are as under:
 - (a) 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 again stignality 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.
 - (b) 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.
- 10. Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser again st 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 Bidde r / 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.

- **Purchaser's Property:** All property (such as materials, drawings, documents etc) issued by the Purchas er or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain conf idential, 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.
- **12.** <u>Contact details</u>: In case of any clarifications regarding specification, bidders are <u>requested</u> to contact t he following person, before the closing date of the tender.

Technical	Mr. Akshay Joshi M (D-Outfit)	02223763370	arjoshi@mazdock.com
	Mr.C.G.K.RAO DGM/PE (D-P17A)	022 2376 3035	gkrao@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	02223762747	schandra@mazdock.com
	Ms. Vinanti Naik CM(C-P17A)	02223762740	vnnaik@mazdock.com

Note:

1. Bidder not accepting, complying with the all tender terms and conditions as well as not fillin g requisite formats in line with tender, submitting deviation to tender terms and conditions will fall under liable for rejection.

Enclosure1: technical specification

Enclosure 1

TECHNICAL SPECIFICATION FOR REMOTE OPERATED LIFEBUOYS

Header Note:

- 1.PROCUREMENT OF HULL ALLOWANCE ITEMS FOR PROJECT P17A Y-12653 & Y-12654.
- 2.GUARANTEE/WARRANTEE REQUIRED:-12 MONTHS FROM DATE OF SUPPLY.
- B.INSPECTION AGENCY- MDL & SHIPSTAFF.
- 4.DELIVERY PERIOD Y-12653:- 60 DAYS FROM PLACEMENT OF PO.

Y-12654:- 120 DAYS FROM PLACEMENT OF PO

5.ITEMS ARE NON DIVISIBLE.

5.DELIVERY LOCATION - ANIK CHEMBUR.

Sl.no	Material/Service Details	Quantity/unit/Delivery date/Acco
		unt assignment

10	Material Number:-15000000000000000000000000000000000000	2.000 SET 14.11.2025 (Q)Y-12653-1-AL-HL
20	Material Number:-15000000000000000000000000000000000000	2.000 SET 30.12.2025 (Q)Y-12654-1-AL-HL

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976 The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract an Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of Gem GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---