

Bid Corrigendum

GEM/2024/B/4432952-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. 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. 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. **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.
4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. 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.
6. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
7. **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):
NA

Post Receipt Inspection at consignee site before acceptance of stores:
WDB, New Delhi
8. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or

after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. Buyer Added text based ATC clauses

1. Bidder are requested to comply with the guidelines/order issued by GOI towards land border restriction. Non comply of the same may result in rejection of firm's offer.

2. Clause no.10 of the bid includes following.

(i) TSP of CST Studio Suite Software

(ii) TSP of Acoustic Software

(iii) Format of local content declaration

(iv) Format of Integrity Pact (IP)

3. Bidder shall quote declaration of local content as per format attached at clause no. 10 along with the Bid.

4. Technical Pre-Qualification:

a) The requirement is as per the scope defined in TSP. The bidder having deviation to this shall be disqualified.

b) Only OEM/ OEM authorized Indian bidders having support centres at New Delhi or having suitable arrangement for software support can participate in the building process.

5. Delivery Location Address - Warship Design Bureau, New Delhi.

6. After supply, installation, commissioning & training of respective softwares, work completion certificate duly signed by IHQ/WDB required to be submitted to MDL, along with invoice & delivery challans for payment.

7. PBG of 5% order value should be valid for 2 months beyond the date of completion of all contractual obligations including warranty obligations to be submitted by successful bidder.

8. 5% amount shall retained if PBG is not available at the time of payment.

9. **INTEGRITY PACT (IP) :**

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. **Therefore, non-acceptance and/or non-submission of IP as per enclosed format at the time of bidding by the vendors/bidders shall render the bid liable for rejection.** IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed. **Non-submission of IP by bidders duly signed on each page shall render the bid liable for rejection.** The original of the uploaded copy of IP shall be forwarded to MDL.

10. OEM / Authorised Dealer/ Agents of Supplier :

OEM authorised bidder is required to attach, in its quotation, the OEM's authorisation certificate.

If the OEM has submitted the bid, the bids of its authorised dealer/ bidder will not be considered and EMD will be returned.

11. **INDEPENDENT EXTERNAL MONITORS (IEM):**

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.

The contact details of IEMs for MDL:
Mr. P V Rao.
Email id: pasupuletirao@yahoo.co.in

12. Contact Details:

Commercial Queries:-

Mr. Rahul Gajare, CM(C-P15A & P15B), +91 02223763358, rsgajare@mazdock.com

Mr. Praveen Dabhade, DGM/PE(C-P15B), +91 02223762722, pddabhade@mazdock.com

Technical Queries:-

Mr. Sachinrao Jadhav, CM (Design-CAD), +91 02223763038 srjadhav@mazdock.com

Mr. Sudipt Singh, DM (Design-CAD), +91 02223763403 sudeptsingh@mazdock.com

10. Buyer uploaded ATC document [Click here to view the file.](#)

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.](#)