



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4828062 Dated/दिनांक : 02-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-04-2024 16:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	23-04-2024 16:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence			
Department Name/विभाग का नाम	Department Of Defence Production			
Organisation Name/संगठन का नाम	Mazagon Dock Shipbuilders Limited			
Office Name/कार्यालय का नाम	******			
Total Quantity/कुल मात्रा	8			
ltem Category/मद केटेगरी	ENSIGN STAFF ARRGT and DETAILS DRG 1654 02 Y 12651, FLAG STAFF ARRGT and DETAILS DRG 1654 01 Y12651, ENSIGN STAFF ARRGT and DETAILS DRG 1654 02 Y12652, FLAG STAFF ARRGT and DETAILS DRG 1654 01 Y12652, ENSIGN STAFF ARRGT and DETAILS DRG 1654 02 Y12653, FLAG STAFF ARRGT and DETAILS DRG 1654 01 Y12653, ENSIGN STAFF ARRGT and DETAILS DRG 1654 02 Y12654, FLAG STAFF ARRGT and DETAILS DRG 1654 01 Y12654			
BOQ Title/बीओक्यू शीर्षक	Rate Sheet for Ensign Staff Arrangement			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No			
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes			

Bid Details/बिड विवरण		
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	ENSIGN STAFF ARRGT and DETAILS DRG 1654 02 Y 12651	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
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)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

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

Beneficiary/लाभार्थी:

MANAGER

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.

4. 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% (Selected by Buyer)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 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. 5. 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.

ENSIGN STAFF ARRGT And DETAILS DRG 1654 02 Y 12651

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	74

FLAG STAFF ARRGT And DETAILS DRG 1654 01 Y12651

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

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100%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	74

ENSIGN STAFF ARRGT And DETAILS DRG 1654 02 Y12652

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

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100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	134

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100%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	134

ENSIGN STAFF ARRGT And DETAILS DRG 1654 02 Y12653

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

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100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	254

FLAG STAFF ARRGT And DETAILS DRG 1654 01 Y12653

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

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100%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	254

ENSIGN STAFF ARRGT And DETAILS DRG 1654 02 Y12654

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

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100%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	374

FLAG STAFF ARRGT And DETAILS DRG 1654 01 Y12654

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

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100%	NA		

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	374

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

1. Generic

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. 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 %.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

ITEM: Flag Staff and Ensign Staff Equipment FOR Y-12651 to Y-12654 OF P17A

1. **PRICING:** - Price are firm and fixed till delivery of material to MDL Stores.

2. PRE-QUALIFICATION CRITERIA:

(a) Technical Pre-Qualification/Work Experience Criteria: Not Applicable

3. TECHNICAL REQUIREMENT SHEETS/DRAWINGS/DRAFT QAP:

- (a) **EQUIPMENT/ITEM:** Procurement of Flag Staff and Ensign Staff Equipment for 04 ship of MDL 7A (Y-12651 to Y-12654) as per DRG.NO. 1654-04 & 1654-02.
- (b) Drawing of Both flag staff and Ensign staff are sent as Hard Copies.
- (c) Drawing is for Guidance purpose only.
- (d) Load test of 2 Tons to be carried out in factory premises and onboard as marked in the drawin 1654-01 & 1654-02.
- **4. QAP/Documentation:** QAP to be submitted within one week after placement of order. QAP will be approved within one week after submission.
- **5. <u>DELIVERY SCHEDULE</u>**: Delivery date of item shall be as indicated in GeM Tender including of QAP submiss ion & approval timelines.

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.

Delivery Timeline W. R. To QAP approval are as follows:

Item Sr No	m Sr No Delivery Period	
1 to 2	74 Days from PO date	
3 to 4	134 Days from PO date	
5 to 6	254 Days from PO date	
7 to 8	374 Days from PO date	

Note: The above delivery period is inclusive of QAP submission period of 7 days & QAP app al period of 7 days.

Part Delivery: Against Part Supply Part Payment is applicable

6. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in delivery of malal subject to maximum 10% of the delayed portion of the order. In addition to that following LD c se shall also be applicable.

- i) LD @ 0.25% per week delay or part there of subject to maximum of 1% of total or der value will also be recovered in case of delay in submission of Binding data, Dr awings & QAP to the concern authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date.
- ii) 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

7. GUARANTEE/WARRANTEE REQUIREMENT:

The equipment / item along with associated auxiliaries/components supplied shall be warranted uaranteed for satisfactory Performance for the period of 12 months from of commissioning of shi

- a) The Supplier cannot absolve their responsibility for warranty of material even though it is increased by & approved by the inspection authorities.
- b) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rec the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the cont t
- c) During the period of warranty / guarantee if any defect is noticed in the equipment / item \$u

ied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to L. For such rectification/repair work, if the supplier needs to take the supplied item/equipment of MDL (in full or part), the supplier shall submit a separate BG of equivalent amount of va of item being taken out, to cover the cost of item.

d) All other terms and conditions for warranty/Guarantee as per GeM

8. INSPECTION:

Inspection shall be done by TPI agency nominated by MDL at Supplier premises. Receipt Inspection shall be done MDL & WOT. 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 an uestion of the intent, meaning and the scope of Specifications / Standards shall be final, cc usive and binding on the Bidder/ Supplier / Contractor.
- b) The TPI (Third Party Inspection agency) charges shall be directly paid by MDL to MDL nomined TPI agency to Indian Bidders. These charges shall not be included in the bidder's quote MDL has separate contract with the nominated TPI agency.
- c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nomi ed Agency to carry out Inspection / Testing during course of manufacture / final testing.
- d) Bidder shall directly offer for inspection agency through a call letter under intimation to us a ensure readiness of the items offered for inspection on the scheduled date & time.
- e) Receipt Inspection: MDL with Warship Overseeing Team (WOT) shall carry out necessary insction of the items on receipt in the MDL on the basis of appropriate MDL Inspection system uirements & the Inspection documents submitted by suppliers. Any objection raised by MDI spection team against quality of material or workmanship shall be satisfactorily corrected the supplier at his expenses including replacement as may be required within shortest possitime within 30 days. Items damaged during transit shall also be rectified or replaced by the pplier within shortest possible time.
- f) Rejection of the material: Any portion of the equipment found defective/rejected, the supp shall collect the same at his cost from the MDL Yard, all incidental charges being born by su ier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the plier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the e of a total period of 90 days in any manner, to the best advantage to the MDL & recover sto e charges & any consequential damages, from sale proceeds of such disposal.

9. INDEMNIFICATION:

The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontract, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against irect damage and/or injury to the property and/or the person of the Purchaser or that of Purchase employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the neglic ce of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by maggood such damages to the property, or compensating personal injury and the total liability for his damages or injury shall be as mutually discussed and agreed to.

10. PURCHASER'S PROPERTY:

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other i vidual or firm on behalf of the Purchaser in connection with the contract shall remain confident a eing the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return such property so issued and will be responsible for any or all loss thereof and damage thereto re ting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage

11. ISSUANCE OF E-INVOICE BY VENDOR:

- i. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, ceeds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoic egistration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (Uf as their turnover is less than Rs 5Cr.
- ii. Whenever GST is applicable, payment will be released against e-Invoice, or Invoice accomp

ied with vendor's self-declaration that" we do not fall under the category of registered person otified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with nvoicing provisions under GST Act, as our aggregate turnover in any preceding financial year m 2017-18 onward has not exceeded Rs 10 Cr as per GST Act".

12. OTHER TERMS & CONDITIONS:

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

ii. Consignee:

(a) Material scheduled for delivery are to be delivered at MDL stores.

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for so lier to depute their representative in their own interest to coordinate the activities betwee the transporter, and MDL stores.

- (b) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - · Inspection Release Note (IRN) issued by nominated inspection officer.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details Packing List co-relating the items in the inspection report.
 - · Copy of Warranty Certificate, Preservation Certificate etc.
 - · Technical documentation, if applicable.
 - E-Way bill details are to be submitted during the delivery of the items.
 - Any other documents required as per technical specifications/drawings/QAP/technical quirement, if any.

Delay in submission of relevant documents as per tender requirement will delay CRAC ocess and delay the payment process, as payment timeline is 20 days from CRAC gention.

- (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 intimatio n to MDL clearly indicating approx. dimensions and weight of consignments for arrangin q fork lift/crane for unloading.
- **13.** <u>CONTACT DETAILS</u>: In case of any clarifications regarding specification, bidders are request ed to contact the following person, before the closing date of the tender.

Technical	Mr. C G K Rao DGM/HOS (D-F)/PE(D-P17A)	022 2376 303 5	gkrao@mazdock.com
	Mr. Pritesh Bhoir CM (SB-D)	022 2376 303 2	psbhoir@mazdock.com
Commercial	Mr. Satish Chandra CM/PE(C-P17A)	022 2376 274 7	schandra@mazdock.com
	Mr. Sagar Shende M (C-P17A)	022 2376 275 0	sushende@mazdock.com

Note:

a) Bidder not complying with the tender terms 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.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

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

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./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।

---Thank You/धन्यवाद---