



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4365146 Dated/दिनांक : 20-12-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-01-2024 14:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-01-2024 14:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	40			
ltem Category/मद केटेगरी	DOORS WATER TIGHT WT Door 1600x750x5 LH SPRING, DOORS WATER TIGHT WT Door 1600x750x5 RH SPRING, HATCH 800x800 CH 200, DOORS WATER TIGHT OBS FOR WT GT DOOR and HATCHES 1 YEAR, DOORS WATER TIGHT DOCUMENTATION FOR DOOR GT and WT and HATCHES, DOORS GAS TIGHT GT Door 1600x750x3 RH			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), 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/बिंड से रिवर्स नीलामी सक्रिय किया	No			
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Primary product category	DOORS WATER TIGHT WT Door 1600x750x5 LH SPRING			

Bid Details/बिंड विवरण			
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 preregistered with GeM)		No	
Payment Timelines		Payments shall be made to the Seller within <b>15</b> 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	
Financial Document R की आवश्यकता है।	tequired/वित्तीय दस्तावेज	Yes	

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

### 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).	50	

(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 :

M (C-P17A)

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.

### **Reserved for Make In India products**

Reserved for Make In India products	Yes

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. 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. 3. 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.

#### **DOORS WATER TIGHT WT Door 1600x750x5 LH SPRING**

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

Input Tax Credit(ITC)/इनप्ट 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%	100%		

# 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	8	180

# **DOORS WATER TIGHT WT Door 1600x750x5 RH SPRING**

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	100%	

# 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	8	180

#### HATCH 800x800 CH 200

### (Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

# 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%	100%

## 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	8	180

#### DOORS WATER TIGHT OBS FOR WT GT DOOR And HATCHES 1 YEAR

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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%	100%	

# 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	4	180

## **DOORS WATER TIGHT DOCUMENTATION FOR DOOR GT And WT And HATCHES**

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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%	100%

# 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	4	180

# **DOORS GAS TIGHT GT Door 1600x750x3 RH**

# (Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

## Technical Specifications/तकनीकी विशिष्टियाँ

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

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%	100%

#### 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	8	180

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

#### 1. Forms of EMD and PBG

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 LTD Account No. 11079519138

IFSC Code

SBIN0006070

Bank Name

STATE BANK OF INDIA

Branch address

COMMERCIAL BRANCH, FORT, MUMBAI-400023

. 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.

#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 3. 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.

#### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS (ATC)**

 This tender is nominated Limited Tender. Bidders who have received intimation from M DL(P17A-Commercial) for this tender are only allowed to submit their bid. All other bid s, if any received from other than nominated Limited bidders will be summarily/categor ically rejected.

#### 2. **DESCRIPTION & SCOPE OF WORK**:

- (a) MAIN EQUIPMENT/ITEM/SYSTEM: Manufacture and Supply of Gastight Doors, Watertight Do ors & Watertight Hatches for 4 nos. P17A Ships (MDL Y-12651 to Y-12654) as per TSP No. DR/P1 7A/2026/4 dated 28.11.2023.
- (b) **Binding Data/QAP/Drawings/Documentation:** Shall be submitted as per TSP.

#### (c) ON BOARD SPARES (OBS):

- (i) Recommended OBS & Tools list, along with quantity for each ship sets, as per TSP, to be prop osed by the bidder in Part-I bid. The list of OBS shall be in ILMS-V2 (Integrated Logistics Mana gement System) format, (INCAT databank compatible format) shall be uploaded along with the Part-I bid. This list should be in Excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid. OBS will be ordered along with the main equipment. The OBS shall be well packed in specific size of SPTA box and stores on-board the ship without any defect or deficiencies. The Box containing OBS shall be in "RED" color and a list of items shall be appended inside and outside of the box.
- (ii) Separate OBS sets are to be proposed for one year & two years' exploitation period as per TS P. It is mandatory to quote OBS against each line item for 1 year as well for 2 years of exploit ation period. Please note that the OBS prices are not to be indicated in Part-I bid.
- (iii) For ranking the bids, only 1 year OBS cost will be considered. Decision to place Order for OBS for 2 years of exploitation period shall be taken by IN/MDL at a later date.
- (iv) **FINANCIAL DOCUMENT:** All bidders should upload the financial document for the prices of 2 nd Year OBS as per following line items:

Item description	Rate (Rs.)
On Board Spares for two year for Y12651	
On Board Spares for two year for Y12652	
On Board Spares for two year for Y12653	
On Board Spares for two year for Y12654	

#### 3. Pre-Qualification Criteria:

**Technical/ Work experience Criteria**: Bidder shall submit type approval certificate for 1600\*75 0\*3 mm Gastight/Watertight door, 1600\*750\*5 mm Watertight Door both in accordance with NCD 1447 Issue2, April 2012 and 800\*800\*6 mm Watertight Hatch in accordance with NCD 1448 Issue 2, April 2012.

Note: Bidders need to upload / submit supporting documentary evidence in support for above Pre-Qualification Criteria.

#### Note: In any case, prices are not to be mentioned in Part-I bid.

4. **Pricing:** Prices of all items/services listed in the price sheet format of the tender enquiry for delive ry of the items/services as under:

Items/services	MDL (for 4 Ship sets)
Main Equipment & OBS	MDL, Mumbai Store

- 5. **Prices:** Prices shall be quoted for each line item of BoQ on all-inclusive basis as per terms and con ditions of this tenderas applicable for door delivery to MDL Stores. Quoted prices shall remain firm & fixed during currency of contract.
- 6. **<u>Delivery schedule</u>**: It shall be 3 months from the date of approval of QAP. QAP submission and a pproval guidelines indicated in the TSP clause No 6.6

Note: If any delay is there in approval of QAP/drawings and same is not attributable to vendor, the n corresponding days will be added in contractual delivery period. Against Part Supplies Part Paym ents are acceptable.

#### 7. **Consignee**:

- (a) Material scheduled for delivery are to be delivered at MDL Store at Anik Chembur yard.

  Note:-In order to avoid inconvenience during the delivery of material, it is advisable for suppli er to depute their 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.
  - Copy of Warranty Certificate etc.
  - 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 clea rly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

## 8. **Payment terms:**

- (a) Advance payment is not applicable for this tender.
  - (i) 100 % of Payment shall be made within 15 days after generation of CRAC OR receipt & acceptance of material/services whichever is early on submission of Performance Bank Guarantee (PBG) valid up to contract validity plus 60 days claim period and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable. The following documents required for certification of payment:
    - a. Suppliers invoice.
    - b. PO copy with amendments if any
    - c. Proof of submission of PBG (Wherever applicable).

**Note:** Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

(ii) **Part Payment**: Part Supply, Part Payment is applicable.

9. **PAYMENT MODE**: All the payments to indigenous bidders due shall be made through Real Time G ross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

#### 10. Issuance of e-Invoice by Vendor:

- i. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, e xceeds Rs. 5 Crores as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro enterprises with Udyam Registr ation No. (URN) as their turnover is less than Rs 5Cr.
- ii. Whenever 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 Rule 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 onward has not exceeded Rs. 5 Cr as per GST Act".

#### 11. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GeM terms &conditions @ 0.5% per week for delay in delivery of material, in addition to that following LD clause shall also be applicable.

- a. LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concern authority for approval. However, this LD shall not be applicable in case the order ed items are delivered as per scheduled delivery date. Delay, beyond one month, in submission/approval of BD/QAP attributable to Supplier shall be added to the delay in delivery of equipment for the purpose of calculation of LD.
- b. 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.

#### 12. PERFORMANCE BANK GUARANTEE (PBG):

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement as stipulated in TSP & SOTR plus two months (60 days). In case any delay in delivery, vendor shall extend the validity of performance security suitably.

#### 13. Guarantee/warrantee Requirement:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warrante d / guaranteed for satisfactory Performance for the period of 48 months from date of receipt i n MDL. Refer TSP clause.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectif y the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the cont ract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item suppli ed, the supplier/ contractor will have to rectify such defects immediately at no extra cost to M DL.
- 14. **INSPECTION**: It shall be TSP. Other general conditions related to inspection of material are as und er:
  - (a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, co nclusive and binding on the Bidder/ Supplier / Contractor.
  - (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nomina ted Agency to carry out Inspection / Testing during course of manufacture / final testing.
  - (c) Bidder shall directly offer for inspection agency through a call letter under intimation to us an d ensure readiness of the items offered for inspection on the scheduled date & time.

- (d) The Inspection charges shall be directly paid by MDL to MDL nominated inspection agency. These charges shall not be included in the bidder's quote.
- (e) **Receipt Inspection:** MDL with Warship Overseeing Team (WOT) shall carry out necessary in spection of the items on receipt in the MDL on the basis of appropriate MDL Inspection syste m requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality 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.
- (f) Rejection of the material: Any portion of the equipment found defective/rejected, the sup plier 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.
- 15. <u>Indemnification</u>: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-S upplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifi es the Purchaser against direct damage and/or injury to the property and/or the person of the P urchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licens ees, agents or Subcontractor by making good such damages to the property, or compensating p ersonal injury and the total liability for such damages or injury shall be as mutually discussed a nd agreed to.
- 16. <a href="Purchaser's Property">Purchaser's Property</a>: All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, 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.

#### 17. Other terms & conditions:

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

18. **Contact details**: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Department	Name of Executives	Contact No	Email
	Mr CGK Rao PE(D-P17A)	022 2376 3035	gkrao@mazdock.com
Technical	Mr. B Mohamed Asraff CM (SB- Design Outfit.)	022 2376 3062	bmasraff@mazdock.com
Commercial	Mr. Satish Chandra, CM/PE(C-P 17A)	022 2376 2747	schandra@mazdock.com
	Mr. Sagar Shende, M (C-P17A)	022 2376 2750	sushende@mazdock.com

#### Note:

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

2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

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---