

Bid Corrigendum

GEM/2025/B/6594924-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address:
SB- Maintenance
Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mazagaon, Mumbai
400 010
2. 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 a maximum of quoted GST %.
3. 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.
4. Installation, Commissioning, Testing, Configuration, Training (if any - whichever ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 5% percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase or decrease the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rate. The delivery period of quantity shall commence from the last date of original delivery order and in cases where the option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{C}$ delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration during the original delivery period while exercising the option clause. Bidders must comply with these terms.
7. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agencies 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 the ATC):
SB-MAINTENANCE

Post Receipt Inspection at consignee site before acceptance of stores:
SB-MAINTENANCE
8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
9. 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. 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 in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagaon Dock Branch, opp. Nirman Bhavan, Mazagaon
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Bidder to indicate bid number and name of bidding 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 along with bid.
11. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagaon Dock Branch, opp. Nirman Bhavan, Mazagaon
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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 15 days of award of contract.
12. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the](#)
13. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM by this period.
14. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address Id and Phone No. required to be furnished along with the bid
15. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be the part of the buyer and shall be regularised without Liquidated Damages.
When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.
16. Buyer uploaded ATC document [Click here to view the file.](#)
17. Buyer Added text based ATC clauses

CORREGINDUM -1 (GEM/2025/B/6594924)

Following changes to be incorporated in “PQC” uploaded with Bid:

- A. Replace “440V or higher ratings” words with “415V or higher ratings” from Technical Pre-Qualification Criteria.

Existing Technical PQ-Criteria	Revised Technical PQ-Criteria
17.A i. Bidders shall submit at least one Purchase order copy and its work completion certificate for successful supply, installation, testing and commission of LT distribution Panel with MCCB/ACB of 440V or higher ratings during last three years from the tender closing date. ii. The bidder shall be an OEM of the offered LT panel or bidder shall have valid Authorisation Certificate from OEM's of offered LT distribution panels. iii. The bidder shall submit “BIDDER DECLARATION FOR SITE VISIT” as mentioned in SOW para 17, site visit before tender closing date is mandatory.	17.A i. Bidders shall submit at least one Purchase order copy and its work completion certificate for successful supply, installation, testing and commission of LT distribution Panel with MCCB/ACB of 415V or higher ratings during last three years from the tender closing date. ii. The bidder shall be an OEM of the offered LT panel or bidder shall have valid Authorisation Certificate from OEM's of offered LT distribution panels. iii. The bidder shall submit “BIDDER DECLARATION FOR SITE VISIT” as mentioned in SOW para 17, site visit before tender closing date is mandatory.

A. Technical Prequalification Criteria:

- Bidders shall submit at least one Purchase order copy and its work completion certificate for successful supply, installation, testing and commission of LT distribution Panel with MCCB/ACB of 440V or higher ratings during last three years from the tender closing date.
- The bidder shall be an OEM of the offered LT panel or bidder shall have valid Authorisation Certificate from OEM's of offered LT distribution panels.
- The bidder shall submit “BIDDER DECLARATION FOR SITE VISIT” as mentioned in SOW para 17, site visit before tender closing date is mandatory.

Vendor to furnish complete documentary evidences in support of above qualification and experience as mentioned at 1(a), 1(b) & 1(c) above. Offers from vendors not complying with above requirements submitting requisite documents are liable for rejection.

B. Commercial Prequalification Criteria:

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- The average annual financial turnover of 'The bidder' during the last three years, ending 31st of the previous financial year excluding the calendar year of tendering should be at **Rs.1,05,00,000** (One Crore Five Lakhs only) as per the annual report (audited balance sheet and profit and loss statement) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. The bidder shall submit last Three years audited balance sheet & Profit & Loss account statements.
- Bidders Shop and establishment registration certificate or registration certificate from registrar or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

Note:

(a) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality

technical specification and bidder shall submit the valid Start-up certificate as recognized by Department of Industrial Policy and Promotion (DIPP).

(b) MSEs shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specification and bidder shall submit the valid MSE Udyam certificate.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. 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 being 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 terms as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section 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 they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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](#)