



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4316206
Dated/दिनांक : 21-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-01-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-01-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	69
Item Category/मद केटेगरी	STRAINER, SEA GUARD TYPE 40NB (Q3) , STRAINER, SEA GUARD TYPE 125 NB (Q3) , STRAINER, SEA GUARD TYPE 150 NB (Q3) , DOCUMENTATION FOR STRAINERS (Q3)
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	Certificate (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
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	STRAINER, SEA GUARD TYPE 40NB
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
Estimated Bid Value/अनुमानित बिड मूल्य	35000000

Bid Details/बिड विवरण**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक

State Bank of India

EMD Amount/ईएमडी राशि

700000

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 EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

NA

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

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. 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.

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.

STRAINER, SEA GUARD TYPE 40NB (8 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****MUMBAI	8	90

STRAINER, SEA GUARD TYPE 125 NB (36 pieces)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	36	90

STRAINER, SEA GUARD TYPE 150 NB (24 pieces)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	24	90

DOCUMENTATION FOR STRAINERS (1 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	90

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TSP View	SEA GUARD STARINERS	STRAINER, SEA GUARD TYPE 40NB(8),STRAINER, SEA GUARD TYPE 125 NB(36),STRAINER, SEA GUARD TYPE 150 NB(24),DOCUMENTATION FOR STRAINERS(1)
2	PBG FORMAT View	PBG FORMAT	STRAINER, SEA GUARD TYPE 40NB(8),STRAINER, SEA GUARD TYPE 125 NB(36),STRAINER, SEA GUARD TYPE 150 NB(24),DOCUMENTATION FOR STRAINERS(1)

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
3	EMD format View	EMD format	STRAINER, SEA GUARD TYPE 40NB(8),STRAINER, SEA GUARD TYPE 125 NB(36),STRAINER, SEA GUARD TYPE 150 NB(24),DOCUMENTATION FOR STRAINERS(1)
4	Integrity pact View	Integrity pact	STRAINER, SEA GUARD TYPE 40NB(8),STRAINER, SEA GUARD TYPE 125 NB(36),STRAINER, SEA GUARD TYPE 150 NB(24),DOCUMENTATION FOR STRAINERS(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. 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.

5. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due

performance of the Contract and the Sellers obligations there under.

6. **Certificates**

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.

7. **Inspection**

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):

TPI as nominated by MDL. Bidders not to load charges of TPI on their quoted rates.

Post Receipt Inspection at consignee site before acceptance of stores:
MDL & WOT/SS

8. **Warranty**

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 Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1. a) Commercial Pre qualification:

(i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be at INR 1.05 Crore as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

(ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for or permanent registered vendors with MDL).

b) Technical Prequalification criteria:

BIDDERS SHOULD HAVE SUPPLIED GM OR NAB STRAINER EARLIER TO ANY MARINE APPLICATIONS/OFFSHORE PLATFORM/OIL & REFINERY INDUSTRIES/CHEMICAL & FERTILIZERS INDUSTRY.

2. WARRANTY/GUARANTEE: (a) The items supplied shall be warranted / guaranteed for satisfactory performance for the period of 12 months from the date of delivery. (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 rectify the defects 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 items supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

3. EARNEST MONEY DEPOSIT(EMD): (a) The bidders shall furnish EMD Rs. 7,00,000/- only (Rupees Seven Lakhs only) through online payment or in the form of Bank Guarantee drawn in favour of Mazagon Dock Shipbuilders Limited. (b) The EMD to be submitted on Rs. 500 Non-Judicial Stamp Paper. (c) The Bid Bond/SWIFT Messages shall be forwarded to HOD (C-NP) /PE(Commercial-P15B)/ Dealing Commercial Executive in sealed envelope superscribing Tender Enquiry No. and Due date, so as to reach us within 5 days from the tender opening date(as per GEM GTAC). (d) The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn as per the list of banks approved by SBI / Canara bank published on MDL website, payable at Mumbai and should essentially be enclosed in the in the Part-I, Technical Commercial Bid. (e) Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered. (f) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. (g) If the bidders are transmitting EMD through online payment gateway, it is mandatory to indicate reference of tender no. and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no. and transaction details."Online payment" tab is available on home page of MDL's website"www.mazagondock.in. " Four options are available under online payment tab viz. Career, Tender. Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc., after filling required details. (h) Scanned copy of BG for EMD to be uploaded with Part -I bid. However original BG of EMD must be deposited physically in a sealed envelope superscripting "Original BG for EMD for Tender no& due date", on or within seven MDL working days from the Tender closing date to HOD(C-NP) /PE(Commercial-P15B). (i) Timely submission of EMD is responsibility of the bidder(s) and no reason / excuses in this regard will be entertained by MDL.

4. Mode of dispatch and delivery instructions: 4.1 You may arrange to deliver the ordered Equipment / Items by appropriate Rail/Road transport mode and consign the same to: M/s. Mazagon Dock Shipbuilders Limited, Bond Stores, Mughul House Dockyard Road, Mumbai - 400 010. Tel. (022)2376 3243. In order to avoid inconvenience during the delivery of material , it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores. Unloading facility for the equipment/Items will be arranged by MDL. Please note MDL stores will accept materials only between 8.30 A.M. to 11.30 A.M. and 12 noon to 3.30 P.M., on all working days except MDL holidays. We do not accept materials on Saturdays and Sundays. Materials brought to MDL after 3.30 P.M. will not be accepted. In this connection, for any clarification, you may contact our Officer-in-Charge (Goods Receiving Section) on Telephone No. 022- 2376 3236 /3238/3243. Please give 2 to 4 days advance intimation of delivery with its approximate dimensions and weight for arranging unloading. 4.2 Following document should be submitted along with material: a) GEM PO copy & subsequent amendments issued to it, if any. b) Inspection Release Note (IRN) issued by nominated inspection officer. 10 / 12 c) Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report. d) Copy of Warranty Certificate, Preservation Certificate etc. e) Technical documentation, if applicable. f) E-Way bill details are to be submitted during the delivery of the items. 4.3 In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

5. BID REJECTION CRITERIA:

Following criteria for rejection of the bids as applicable may be incorporated in all the tender enquiries.

Categorical Rejection Criteria:

The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:

(a) Bids received after tender closing date and time.

- (b) Bids received other than through e-portal (in case of e-tender).
- (c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (d) Bids received without Integrity Pact duly signed by the bidder on each page.
- (e) Bids received without EMD (other than those who are exempted from payment of EMD).
- (f) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.

Liability for Rejection Criteria Non-compliance/non-acceptance to any of the terms and conditions of the tender other than mentioned above shall render the bid liable for rejection.

6. PERFORMANCE BANK GUARANTEE (PBG):

- a) The bidder has to submit Equipment Performance Bank Guarantee from a first class Bank of international / national repute, for 5% of total order value valid up to contractual warranty period plus one-month claim period.
- (b) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.
- (c) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- (d) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks (the list of banks approved by SBI / Canara bank published on MDL website) excluding the Co-Operative banks. Submission of BG from any other Bank will not be accepted.
- (e) In the event of postponing of delivery of deliverables, the Performance Bank guarantee has to be extended till the extended period.
- (f) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder.
- (g) In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.

7. Inspection:

- a) It shall be as per TSP. Other general conditions related to inspection of material are as under: 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, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) The TPI (Third Party Inspection) charges shall be directly paid by MDL to MDL nominated TPI agency to Indian Bidders. These charges shall not be included in the bidder's quote as MDL has separate contract with the nominated TPI agency.
- (c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (d) Bidders shall directly offer for inspection agency through a call letter under intimation to

us and ensure readiness of the items offered for inspection on the scheduled date & time.

e) TPI as nominated by MDL post placement of order.

8. Integrity Pact :

(a) The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect 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.

(b) Each page of Integrity pact shall be duly signed by the bidder. **Non submission of Integrity pact by the bidders duly signed on each page along with their bid shall be categorically rejected.**

9. CONTACT DETAILS FOR QUERIES: In case of any clarifications regarding the tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender. Technical: Mr. Ankur Jain, M(Design-P15B)- +91 22 23763403, ajain@mazdock.com Mr. Santosh Sitaraman DGM (Design-P15B)- +91 22 23763043, ssitaraman@mazdock.com Commercial: Mr. P D Dabhade DGM/PE(C-P15B)- +91 22 23762722, pddabhade@mazdock.com Mr . Arindam Ghosh, DM (C-P15B)- +91 22 23762773, aghosh@mazdock.com.

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---