

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-06-2024 15:30:00
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	3
Item Category/मद केटेगरी	Procurement of DN40 Fuel Flow meter with local indicator , Procurement of DN80 flow meter
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),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
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Procurement of DN80 flow meter
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

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 20 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	Item wise evaluation/
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

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).	13

(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 :

Company
Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai -400010
(Mazagon Dock Shipbuilders Limiter=d)

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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 25%(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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Procurement Of Dn40 Fuel Flow Meter With Local Indiacator	1
Schedule 2	Procurement Of Dn80 Flow Meter	2

Procurement Of DN40 Fuel Flow Meter With Local Indiacator (1 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 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	56

Procurement Of DN80 Flow Meter (2 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	2	56

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.

- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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. **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.

5. **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 Limited

Account No.

10005255246

IFSC Code

SBIN0009054

Bank Name

State bank of India

Branch address

Mazagon Dock Branch, Mumbai-400010.

. 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.

6. **Buyer Added Bid Specific ATC**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Mazagon Dock Shipbuilders Limited

GEM BID NO- GEM/2024/B/4938403

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Description:

Item Sr. No.	Item Description	Qty	Unit	Delivery Schedule from PO date
100	Material Number:-3500000000 00081099 Material group:- MPAMU21O - Measure Instruments : ultrasonic flow meters Material Details:- DN80 Sea Water Flow meter RN: 50QL000C0020 Mosawa Part No.: Manas Smart Sroat (SS1002) Model- NK0623 02	1	Nos	8 weeks
200	Material Number:- 3500000000 00081100 Material group:- MPAMU21O - Measure Instruments : ultrasonic flow meters Material Details:- DN40 Fuel flow meter with local indicator RN: 49CC000C0090 Flow meter consist of: - 1)DN40 Flow Diesel fuel system - Qty. 01 Part No: FLUIDYNE6610 2)DN40 Flow Electronic Unit-local Indicator - Qty. 01 Part No: FLUIDYNE6610	2	Nos	8 weeks

2	<p>Pricing:</p> <p>a) As per GEM terms (Prices in GeM are including GST please check before bidding).</p> <p>b) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.</p>
3	<p>Bid must consist following documents: -</p> <ul style="list-style-type: none"> i. Bid acceptance form as per enclosure-01. ii. Extract of official Secret Act 1923 (Enclosure-19) must be signed, stamped with company seal and along with the offer as a token of acceptance of the terms & conditions by the bidders. iii. Deviation sheet form as per Enclosure-03. iv. Local content declaration as per format at Enclosure-04. v. Declaration of Compliance of Order (Public Procurement No.4) dtd. 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per format at Enclosure-05.
3	<p>Inspection:</p> <p>Supplier to submit following documents to purchase executive for acceptance of delivered material:</p> <ul style="list-style-type: none"> i. Certificate of conformity (Enclosure-07). ii. Warranty certificate of 12 months (Enclosure-06). <p>Receipt Inspection: QA-EY (MDL) & SOT(MB).</p>

4 Payment:

Advance payments are discouraged and therefore are to be considered as not allowed.

Payment terms shall be as under:

Full payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 15-20 days after receipt of following documents and acceptance of material by MDL QA-EY: -

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. CRAC/GRIR (GRN) duly acknowledged by MDL East yard-stores.
- iii. Set of Original+2 copies of PBG as Enclosure-08.

Important Instruction:

1. While submitting invoice. Kindly indicate GST number of your firm and GST no. of MDL in your invoice and also indicate HSN/SAC code of the items/services in the invoice. HSN/SAC code should be minimum 6 digit
2. Original invoice along with all requisite documents should be submitted to bill receipt section only. MDL will not be responsible for delay in payment if invoice is submitted to other than bill receipt section.
3. Firm shall take due care that all required documents mentioned in the payment terms of the PO are submitted along with invoice for processing of the payment. Payment due date will be counted from the date of receipt of all requisite documents along with invoice to Commercial-EY dept.

5 Bid rejection criteria:

a. Following conditions / deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected.

- i. Bids received after tender closing date and time.
- ~~ii. Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender~~
- iii. Bidders who are debarred under PPP MII order 2017, GEM, CP PP including Tender Holiday issued by Mdl.

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b. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases.

	<p>i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not how ever conflict with validity period.</p> <p>ii) Unreasonably longer delivery period quoted by the firm.</p> <p>iii) Bidders not agreeing to furnish required security Deposit/ Required Contract Performance Guarantee till completion of the supplies/ services as per contract.</p> <p>iv) Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied/ Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.</p> <p>v) Incomplete/ misleading/ambiguous bids in the considered opinion of TNC/CNC.</p> <p>vi) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids</p> <p>vii) Bids with technical requirements and or terms not acceptable to MDL/ Customers/ External agency nominated as applicable.</p> <p>viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.</p> <p>ix) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.</p> <p>x) Bidders not submitting the declaration certificate for Local Content & location of value addition as per Enclosure-8</p> <p>xi) Bidders not indicating / not declaring / not specifying the local content percentage or/and location of local value addition in the declaration certificate.</p> <p>xii) Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.</p> <p>xiii) Bidders selecting both policies for purchase preference in the declaration certificate</p> <p>xiv) Non-submission of unique GEM seller ID by bidder within reasonable time post opening of tender but before price bid opening.</p> <p>xv) Non-submission of compliance certificate w.r.t Land border clause as per attached Enclosure-4.</p>
6	<p>Breach of obligation</p> <p>In case of breach of any obligation mentioned under, the bidder shall be disqualified/debarred from the bidding process for a period of one year from the date of notification,</p> <p>(i) Bidder has withdrawn/modified/amended/impaired derogated from the tender during the period of bid validity.</p> <p>(ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</p>

7 | Delivery: 8 weeks from the date of order placement

The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:

Delivery Address:

EAST YARD -STORES (ENTRY THROUGH GATE NO 10)

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dock Yard Road,

Mumbai -India 400 010.

Phone: Phone: 022- 2376 3651

IMPORTANT GUIDLINES: -

- a. All material should be delivered to SM-Stores between 8am to 3 p m on Monday to Friday. SM-Stores will remain closed for receiving materials during Saturdays, Sundays and MDL Holidays.
- b. Person/carrier/delivery agent should carry a copy of purchase order, delivery challan and ID proof at the time of delivery of item to MDL .
- c. Supplier shall be completely responsible for delivery of material to MDL East Yard Stores. In case of emergency, if Material is directly delivered Onboard outside MDL / Outside MDL (Not through Stores) then Ship Manager or PS will be authorized to accept the material and the original delivery challan with security stamp duly signed by PS / Ship Manager must be submitted to East yard stores within 10 days' time to make GRN in our SAP system. GRN generation is mandatory for payment release.
- d. Firm should categorically direct the transporter to deliver all the items to East Yard Store inside MDL premise without insisting for delivery at MDL entry Gate.

8 Guarantee / Warranty:

The items/material are to be guaranteed for a period of **12 months** from the date of supply of ordered materials in MDL. The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the item(s) supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, then Seller is requested to arrange the material within One month for which guarantee will be either the residual guarantee of the item or minimum 6 months (whichever is more). All the expenses will be borne by Seller for replacement.

9 Liquidated Damages:

As per GEM: -

If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5 % per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

10 Performance Security (Performance Bank Guarantee cum Security Deposit): Applicable if basic order value is more than 10 lakhs.

The bidder shall submit Performance Security (contract performance BG) for an amount of **5% (Five per cent)** of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT / DD/ Pay Order / Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited as per MDL standard format at **Enclosure-8** from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks as per the list of Banks approved by SBI/Canara Bank published on MDL web site within 25 days from the date notification of order and valid till guaranty/warranty expiry date of all the items plus 60 days more.

Bank Guarantee should be valid till guaranty/warranty expiry date plus 60 days more for claim period and one month before expiry it shall be extendable until completion of guaranty/warranty obligation of last delivered item.

Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Security will be returned only after successful completion of warranty/guaranty obligation. Refund of Performance Security whenever considered admissible by the Purchaser, shall be without interest only.

In case of non-submission or late submission of Security Deposit:

- a) MDL may at their discretion cancel the order and invoke risk purchase clause.
- b) If MDL does not cancel the order, then interest will be recovered on the Performance Security amount for the late submission of Performance Security at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter.

NOTE: Performance Security Bank Guarantee (PSBG) may also be accepted in the form of electronic Bank Guarantee (e-BG) from any Indian Public or Private Scheduled Commercial Bank (as notified by RBI).

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1	Performance Bank Guarantee (PBG):
1	<p>Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks as per the list of Banks approved by SBI/Canara Bank published on MDL web site as per MDL prescribed format placed at Enclosure-10 for 5% (Five per cent) value of the total order excluding taxes & duties and valid for a period of one month more than warranty period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations. In case firm not submitting 5% PBG, equivalent amount will be retained from invoice till completion of warranty period.</p> <p>NOTE:- Performance Bank Guarantee (PBG) may also be accepted in the form of electronic Bank Guarantee (e-BG) from any Indian Public or Private Scheduled Commercial Bank (as notified by RBI).</p>
1	STATUTOTORY REQUIREMENTS:
2	The bidder shall abide to all statutory requirements, Official Secret Act 1923, labour act/rules/regulation Safety Rules etc, which are part of this tender. The Bidder shall attach the duly signed scanned copy of Enclosure -10 for Official Secret Act 1923 in Part-I of the bid.
1	TERMINATION & RISK PURCHASE:
3	If the service or any portion thereof not performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent of MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of the MDL to recover Liquidated Damages as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default.
1	MDL shall also be at liberty to utilize the services as it deems fit, to make good such default and or in the event of the contract being terminated, the balance services. Any excess over the contract price shall be recoverable from the Contractor.
4	
1	MDL reserves the right to consider placement of Order / Contract in part or in full against tendered quantity or reject any or all tenders without assigning any reason.
5	
1	Make in India Clause:
6	The bidder shall submit Local content declaration as per format at Enclosure-09 along with the bid document.
1	Land Border Declaration:
7	<p><u>Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u></p> <p>-</p> <p>Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions u</p>

nder Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

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A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Annexure-5 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

D) This order will not be applicable for cases stipulated in the Order (Public Procurement No.4) (as amended from time to time)

E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2013 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

To be included in Liable for Rejection Clause

	Bidders not furnishing declaration / certificate as per Annexure-5 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents.
	<p>Yours faithfully,</p> <p style="text-align: right;">For MAZAGON DOCK SHIP BUILDERS LIMITED</p> <p style="text-align: right;">Ashok Kumar</p> <p>mawati EXECUTIVE</p> <p style="text-align: right;">PURCHASE ENGINEER</p> <p style="text-align: right;">Tel- +91-22-2376-2608</p>

Enclosures	
Enclosure - 1	Bid Acceptance form
Enclosure - 2	GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES
Enclosure - 2a	GCC acceptance form
Enclosure - 3	Deviation Sheet Performa
Enclosure - 4	Local content declaration
Enclosure - 5	Format for Compliance Certificate w.r.t Land Border
Enclosure - 6	Format of Warranty Certificate
Enclosure - 7	Format for Certificate of Conformity
Enclosure - 8	Format for Security cum Performance Bank Guarantee

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. 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 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. (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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

