

Bid Document

Bid Details	
Bid End Date/Time	13-12-2022 14:00:00
Bid Opening Date/Time	13-12-2022 14:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence Production
Organisation Name	Mazagon Dock Shipbuilders Limited
Office Name	*****
Total Quantity	72850
Item Category	CABLE PATTERNISED 521-6913 , CABLE PATTERNISED 521-6926 , CABLE PATTERNISED 521-6928 , CABLE PATTERNISED 521-6929 , CABLE PATTERNISED FMGSGO-1X2X0.75 , CABLE PATTERNISED FMGSGO-2X2X0.75 , CABLE PATTERNISED FMGSGO-2X2X0.75 , CABLE PATTERNISED FMGSGO-4X2X0.75 , CABLE PATTERNISED FMGSGO-11X2X0.75 , CABLE PATTERNISED FMGSGO-19X2X0.75 , CABLE PATTERNISED FMGSGO-10X1.05 , CABLE PATTERNISED FMGSGO-14X1.5 , CABLE PATTERNISED FMGSGO-1.6X1.5 , CABLE PATTERNISED FMGSGO-27X1.5 , CABLE PATTERNISED FMGSGO-2X1.5 , CABLE PATTERNISED FMGSGO-3X1.5 , CABLE PATTERNISED FMGSGO-3X2.5 , CABLE PATTERNISED FMGSGO-5X1.5 , CABLE PATTERNISED FMGSGO-7X1.5
Minimum Average Annual Turnover of the bidder (For 3 Years)	90 Lakh (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover,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	No
Primary product category	CABLE PATTERNISED FMGSGO-7X1.5
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	30000000.41
Evaluation Method	Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
Schedule 1 EMD Amount (In INR)	3294
Schedule 2 EMD Amount (In INR)	2059
Schedule 3 EMD Amount (In INR)	37063
Schedule 4 EMD Amount (In INR)	6589
Schedule 5 EMD Amount (In INR)	144132
Schedule 6 EMD Amount (In INR)	222375
Schedule 7 EMD Amount (In INR)	8236
Schedule 8 EMD Amount (In INR)	18531
Schedule 9 EMD Amount (In INR)	26356
Schedule 10 EMD Amount (In INR)	18531
Schedule 11 EMD Amount (In INR)	14413
Schedule 12 EMD Amount (In INR)	18120
Schedule 13 EMD Amount (In INR)	2059
Schedule 14 EMD Amount (In INR)	12354
Schedule 15 EMD Amount (In INR)	24708
Schedule 16 EMD Amount (In INR)	4118
Schedule 17 EMD Amount (In INR)	8236
Schedule 18 EMD Amount (In INR)	12354
Schedule 19 EMD Amount (In INR)	16472

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	48

(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.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

NA

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
3. 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.
4. 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	Estimated Value	Item/Category	Quantity
Schedule 1	164722.03	Cable Patternised 521-6913	400
Schedule 2	102951.3	Cable Patternised 521-6926	250
Schedule 3	1853122.9	Cable Patternised 521-6928	4500
Schedule 4	329444.1	Cable Patternised 521-6929	800
Schedule 5	7206589	Cable Patternised Fmgsgo-1x2x0.75	17500
Schedule 6	11118737.1	Cable Patternised Fmgsgo-2x2x0.75	27000
Schedule 7	411805.1	Cable Patternised Fmgsgo-2x2x0.75	1000
Schedule 8	926561.43	Cable Patternised Fmgsgo-4x2x0.75	2250
Schedule 9	1317776.3	Cable Patternised Fmgsgo-11x2x0.75	3200
Schedule 10	926561.43	Cable Patternised Fmgsgo-19x2x0.75	2250
Schedule 11	720658.9	Cable Patternised Fmgsgo-10x1.05	1750
Schedule 12	905971.2	Cable Patternised Fmgsgo-14x1.5	2200
Schedule 13	102951.3	Cable Patternised Fmgsgo-1.6x1.5	250
Schedule 14	617707.62	Cable Patternised Fmgsgo-27x1.5	1500
Schedule 15	1235415.24	Cable Patternised Fmgsgo-2x1.5	3000
Schedule 16	205902.54	Cable Patternised Fmgsgo-3x1.5	500
Schedule 17	411805.1	Cable Patternised Fmgsgo-3x2.5	1000
Schedule 18	617707.62	Cable Patternised Fmgsgo-5x1.5	1500
Schedule 19	823610.2	Cable Patternised Fmgsgo-7x1.5	2000

CABLE PATTERNISED 521-6913

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	400	60

CABLE PATTERNISED 521-6926

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	250	60

CABLE PATTERNISED 521-6928

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	4500	60

CABLE PATTERNISED 521-6929

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	800	60

CABLE PATTERNISED FMGSGO-1X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	17500	60

CABLE PATTERNISED FMGSGO-2X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	27000	60

CABLE PATTERNISED FMSGGO-2X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
-------------------------------	---------------------------

BOQ Detail Document[View File](#)

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1000	60

CABLE PATTERNISED FMGSGO-4X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	2250	60

CABLE PATTERNISED FMGSGO-11X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	3200	60

CABLE PATTERNISED FMGSGO-19X2X0.75

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	2250	60

CABLE PATTERNISED FMGSGO-10X1.05

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1750	60

CABLE PATTERNISED FMGSGO-14X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	2200	60

CABLE PATTERNISED FMGSGO-1.6X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	250	60

CABLE PATTERNISED FMGSGO-27X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1500	60

CABLE PATTERNISED FMGSGO-2X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	3000	60

CABLE PATTERNISED FMGSGO-3X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	500	60

CABLE PATTERNISED FMGSGO-3X2.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1000	60

CABLE PATTERNISED FMGSGO-5X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	1500	60

CABLE PATTERNISED FMGSGO-7X1.5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Mumbai	2000	60

Buyer Added Bid Specific Terms and Conditions

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**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. **Generic**

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. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. **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): IACS CLASSIFICATION SOCIETY
Post Receipt Inspection at consignee site before acceptance of stores: MDL & WOT (MB)

6. **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.

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- 1.Loading and unloading at yard will be under scope of supplier.
- 2.Bidders are requested to comply with the guidelines issued by GOI towards bid security declaration and land border restriction.Non compliance of the same may result rejection of firms offer.

3. Commercial Criteria:

a. Bidders average turnover during last 03 years should be at least Rs.90,00000/-for Indian bidder. For assessing the same Audited/Certified Balance sheet, profit/

Loss account for the corresponding 03 year's period to be submitted.

b. The value of the supplies during last 3 years should not be less than

Rs.90,00000/- Order copies to be submitted along with its completion certificate.

4. Technical Pre-Qualification:

For the cables at Sr. 1 to 19 of Appendix-1, the suppliers are to have the facility to design, manufacture, test and supply the cables as per the standards specified in this TSP and Master Quality Assurance Plan (MQAP) document ref. no. DQAN/L/611118/MQAP-Cables (Version-3) within their own company premises. The offers of the suppliers not meeting this requirement shall be liable for rejection. The manufacture of the cables shall not be subcontracted. The PO copies for similar items previously executed are to be submitted with the technical offer.

5. INTEGRITY PACT (IP): The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract.. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp.

Bidders are requested to submit the IP in the format as placed at clause no.12

6. IEM Details : The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

The contact details of IEMs for MDL:

(a) Shri P V Rao , (IRS Retd)

Plot No : 5,8-2-603/B/S/1/5/A

Road No : 10 , Banjara Hills ,

Hyderabad - 500 034

pasupuletirao@yahoo.co.in

(b) Mr Subhash Chandran IAS (Rtd)

B-9 Tower 10, New Moti Bagh Complex

New Delhi-110021

Email:subhash59@hotmail.com

Mob:9717790920, Ten No.011-26888030.

7. EMD exemption: EMD exemption shall be given to MSME vendors/traders and MDL registered vendors registered for tendered item.

.

9. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

10. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

11. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. **Buyer Added Bid Specific ATC**

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---