

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	15
वस्तु श्रेणी /Item Category	SEA BOAT 7.3 METERS (RIB) , ON BOARD SPARES FOR SEA B 7.3 METERS (RIB) , DOCUMENTATION FOR SEA BOAT 7.3 ME (RIB)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DOCUMENTATION FOR SEA BOAT 7.3 METERS (RIB)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	HDPE Life Boat for Rescue (14 seater) as per (GSDRF) Specification, File/Folder (V3), HDPE life boat for rescue (8 SEATER) as per GSDRF specification, Steel Tubes for Idlers for Belt Conveyors as per IS 9295
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• HDPE Life Boat for Rescue (14 seater) as per (GSDRF) Specification</li> </ul>
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	SEA BOAT 7.3 METERS (RIB)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>15</b> days of issue consignee receipt-cum-acceptance certificate (CRAC) and or submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1000000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटे 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।/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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in f of Beneficiary, wherever it is applicable.

**लाभार्थी / Beneficiary :**

M(C-P17A)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence  
(Rahul Bhagwan Dhoble)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. 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/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.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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/service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to reduce 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM portal as well as validated and approved by Buyer after evaluation of documents submitted.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.

v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### SEA BOAT 7.3 METERS (RIB) ( 5 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Deliver Days
1	*****	*****Mumbai	5	365

### ON BOARD SPARES FOR SEA BOAT 7.3 METERS (RIB) ( 5 pieces )

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

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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Deliver Days
1	*****	*****Mumbai	5	365

### DOCUMENTATION FOR SEA BOAT 7.3 METERS (RIB) ( 5 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Deliver Days
1	*****	*****Mumbai	5	365

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

**1. 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 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 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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 up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**3. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**4. 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.

**5. Buyer Added Bid Specific ATC**

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

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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

### **SUPPLY OF SEA BOAT 7.3 METERS (RIB) FOR P17A PROJECT (WAR RESERVE) AS PER NCD 40**

**1) Pricing:** - Price are firm and fixed till delivery of material to MDL Stores.

<b>Items / services</b>	<b>Delivery / Work Address</b>
B&D Spares	The Material Superintendent Controller of Warehouse Material Organization, Kancharapalem, Visakhapatnam-530008

**2) Pre-Qualification Criteria:**

i) **Technical Pre-Qualification / Work Experience Criteria:**

**Technical Pre-Qualification criteria:** Vendor Shall Have Past Experience of Supply of Sea Boat (RIE Per NCD 4012 For Naval Ship. Po Copies & Work Completion Certificate (Invoice, Delivery Challan, WI Etc.) Must Be Submitted with Offer in Support of Past Experience.

ii) **Commercial PQ criteria:**

- a) Bidder's average turnover during last 03 financial years (FY 2022-23, 2023-24 & 2024-25) should be at least **Rs. 2,25,00,000.00/- (Rupee Two Crore Twenty-Five Lakhs Only)**. For assessing the said turnover, Bidder should submit audited / Certified Balance sheet, Profit / Loss account for the corresponding 03 years' period to be submitted.
- b) Bidder's Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

**3) Technical requirement sheets/drawings/QAP:**

**Equipment/Item:** Supply of Sea Boat 7.3 Meters (RIB) For P17a Project (War Reserve) As Per NCD 40

**4) Earnest Money Deposit (EMD): Rs 10,00,000.00**

EMD shall be submitted as per GEM Terms & condition. EMD exemption is as per GEM conditions. In addition to that, EMD is exempted for following:

- a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- b) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green Channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer. Firms in process of obtaining this certificate will not be considered for EMD exemption.

**5) Delivery Schedule:**

Progressively Within 12 Months from The Date of Placement of PO Part Supply Is Acceptable in Maximum 5 Lots.

**6) Liquidated Damages (LD):** LD clause shall be applicable as per GEM condition @ 0.5% per week for delay in delivery of material subject to maximum 10% of the delayed portion of the order. In addition to that, the above LD clause shall also be applicable.

**7) Guarantee / Warrantee Requirement:** Warranty should be as per tender requirement and in accordance Goods supplied shall be guaranteed against defects in design, material and workmanship, which may appear under proper use, for a period of 12 months from the date of supply of materials.

- i. The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.

ii. If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.

iii. During the period of warranty / guarantee if any defect is noticed in the equipment / item supplied by the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL. For such rectification/repair work, if the supplier needs to take the supplied item/equipment out of MDL (whole or part), the supplier shall submit a separate BG of equivalent amount of value of item being taken out, to cover the cost of item.

**8) Performance Bank Guarantee (PBG):** Bidders shall ensure that the PBG should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. In case any delay in delivery, vendor shall extend the validity of performance security suitably.

**9) Inspection:** IACS. Cost for The Inspection Shall Be Borne by Vendor.

Drawing & QAP Approval: - IACS. Cost for The Drawing & QAP Approval Shall Be Borne by Vendor.

Inspection agency is IACS. 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 and conclusive and binding on the Bidder/ Supplier / Contractor. 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. Bidder shall directly offer for inspection agency through a call letter under invitation to us and ensure readiness of the items offered for inspection on the scheduled date & time.

**10) Payment Terms:**

(a) Advance payment is not applicable for this tender.

(b) Payment of 80% of the value of the supplies and as reduced by any deductibles and / or the amount payable towards liquidated damages, if any plus 100% taxes & duties shall be made within 15 days after delivery at Material Organization, Visakhapatnam. The said payment shall be made against submission of provisional receipt obtained from Material Organization, Visakhapatnam, four ink signed copies of copies, inspection/ Test Certificate/release note from the nominated Inspection Agency, Delivery Challan copy of Lorry Receipt duly bearing receipt stamp of Consignee &, warranty Certificate & Certificate of reservation as relevant.

(c) Payment of the balance value of the supplies (i.e., 20%) shall be payable as reduced by any deductibles and / or the amount payable towards liquidated damages, if any, subject to the following:

(i) On receipt of ink signed copy of Stores Receipt Voucher (SRV) from Material Organization, Visakhapatnam.

(ii) Settlement and resolution of outstanding issues including those related to delivery and ILM format if any.

(iii) Submission of Performance Security for an amount of 5% of order value, valid up to agreed warranty period plus one-month claim period.

(d) Part Payment: Acceptable

**11) Payment Mode:**

All the payments to due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund transfer (NEFT) by MDL.

Following documents are required for the payment

i) Invoice (Ink signed copies).

ii) Delivery Challans/copy of "IN" signed Lorry Receipt duly bearing receipt stamp of Consignee.

**Note:**

(i) **Invoices** should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South of MDL.

(ii) **Issuance of e-Invoice by Vendor:**

a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 05 Crores, as per GST Act, will have to issue an e-Invoice. This rule will not apply to Micro

Small Vendors with Udyam Registration No. (URN).

- b) Payment will be released to Vendor against e-Invoice, or Vendor has to submit self-declaration "we do not fall under the category of registered persons notified under Rule 48(4) of the Central Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores, as per GST Act".

**Important Note:** All shipping documents such as Invoice, Packing List must also indicate the following delivery location:

Under the head 'Consignee': CWH (VISAKHAPATNAM),  
POST- KANCHARAPALAM,  
VISAKHAPATNAM, INDIA.

- 12) Integrity Pact (IP):** The Integrity pact essentially envisages the agreement between prospective vendor / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects 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. Therefore, non-acceptance and non-submission of the vendors/bidders shall be liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact or the bidders duly signed on each page along with Part-I bid shall be liable for rejection. Bidders shall send original IP immediately to MDL post submission of bid.

**Independent External Monitors (IEM):** 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.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Officer. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i. Mr. M. N. Krishnamurthy, IPS(Retd.)  
Email id: krishnamurthymn19@gmail.com
- ii. Mr. Deepak Kashyap, IRTS (Retd)  
Email id: deepakkashyapnd02@gmail.com

- 13) Book Examination Clause:** In case it is found to the satisfaction of the BUYER that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

- 14) Indemnification:** The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier/ subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

- 15) Purchaser's Property:** All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

- 16) Issuance of e-Invoice by Vendor:**

- a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 5 Crores, as per GST Act, will have to issue an e-Invoice with QR code and invoice registration no.

. This rule will not apply to Micro Vendors with Udyam Registration No. (URN).

- b) Payment will be released to Vendor against e-Invoice, or Vendor has to submit self- declaration that do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Act, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 cr. as per GST Act, 2017.

**17) Other terms & conditions** Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

**Consignee:**

- (a) Material scheduled for delivery are to be delivered at MO, Vizag.  
**Note:** -In order to avoid inconvenience during the delivery of material, it is advisable for supplier to have their representative in their own interest to coordinate the activities between the transporter, and the consignee stores.
- (b) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.
  - Inspection Release Note (IRN) issued by nominated inspection officer.
  - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Pack list co-relating the items in the inspection report.
  - Copy of Warranty Certificate, Preservation Certificate etc.
  - Technical documentation, if applicable.
  - E-Way bill details are to be submitted during the delivery of the items.
  - Any other documents required as per technical specifications/drawings/QAP/technical requirements, if any.

Delay in submission of relevant documents as per tender requirement will delay CRAC process and delay the payment process, as payment timeline is 15 days from CRAC generation.

- (c) In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MO, Vizag clearly indicating approx. dimensions and weight of consignments for arrangement of lift/crane for unloading.

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

<b>Technical</b>	Mr. C. G. K. Rao DGM / HoS (D-F) / PE(D-P17A)	022 2376 3035	gkrao@mazdock.com
	Mr. Abhishek DM (SB- Design-Outfit)	022 2376 3034	abhishek@mazdock.com
<b>Commercial</b>	Mr. Satish Chandra DGM / PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Rahul Dhoble DM (C-P17A)	022 2376 2737	rbdhoble@mazdock.com

**Note:**

Bidder not complying with the tender terms will fall under liable for rejection.

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

## अस्वीकरण/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 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 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 template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections 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 in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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 8 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 प्राधि

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 व अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictive 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 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 would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**