

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	04-02-2026 14:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	04-02-2026 14:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Defence
<b>विभाग का नाम / Department Name</b>	Department Of Defence Production
<b>संगठन का नाम / Organisation Name</b>	Mazagon Dock Shipbuilders Limited
<b>कार्यालय का नाम / Office Name</b>	*****
<b>कुल मात्रा / Total Quantity</b>	365
<b>वस्तु श्रेणी / Item Category</b>	Ballistic Helmet (Large) as per SOTR 2051 , Ballistic Helmet (Medium) as per SOTR 2051 , Bullet Proof Jacket as per SOTR 2050. , Documentation as per SOTR 2050 & 2051
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Documentation as per SOTR 2050 & 2051
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, Steel Pipes for Water and Sewage as per IS 3589, HRC Fuse as per IS 13703, shoes school pvc boys girls, Wax Candle as per IS 11359, XLPE Cables for Working Voltages From 3.3 KV up to and Including 33 KV as per IS 7098 (Part 2), boot ankle textile jungle boot direct moulded pu sole in pairs, Circuit Breakers with Integral Overcurrent Protection (RCBO) as per IS 12640 (Part 2) IEC 61009 - 1
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>digital signature certificate</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	2
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	Yes
<b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer</b>	Yes
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>	Ballistic Helmet (Large) as per SOTR 2051
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>20</b> 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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required</b>	Yes
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	150000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	58

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Mazagon Dock Shipbuilders Limited, Mumbai.  
Mazagon Dock Shipbuilders Limited, Mumbai.  
(Mazagon Dock Shipbuilders Limited.)

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)
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#### 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

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online 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 the 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 or 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) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents

submitted.

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.

4. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Blank Rate sheet - [1768385892.xlsx](#)

### Ballistic Helmet (Large) As Per SOTR 2051 ( 84 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content 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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### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)																											
1	*****	*****Mumbai	<table border="1"> <thead> <tr> <th>मात्रा /Quantity</th> <th>प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after</th> <th>डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>0</td> <td>90</td> </tr> <tr> <td>12</td> <td>91</td> <td>180</td> </tr> <tr> <td>12</td> <td>181</td> <td>360</td> </tr> <tr> <td>12</td> <td>361</td> <td>540</td> </tr> <tr> <td>12</td> <td>541</td> <td>660</td> </tr> <tr> <td>9</td> <td>661</td> <td>840</td> </tr> <tr> <td>9</td> <td>841</td> <td>990</td> </tr> <tr> <td>9</td> <td>991</td> <td>1080</td> </tr> </tbody> </table>	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by	9	0	90	12	91	180	12	181	360	12	361	540	12	541	660	9	661	840	9	841	990	9	991	1080
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### Ballistic Helmet (Medium) As Per SOTR 2051 ( 84 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content 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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#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	*****	*****Mumbai	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			9	0	90
			12	91	180
			12	181	360
			12	361	540
			12	541	660
			9	661	840
			9	840	990
			9	991	1080

### Bullet Proof Jacket As Per SOTR 2050. ( 176 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content 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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### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
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### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
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			18	0	90
			32	91	180
			24	181	360
			24	361	540
			24	541	660
			18	661	840
			18	841	990
			18	991	1080

#### Documentation As Per SOTR 2050 & 2051 ( 21 set )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content 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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#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	*****	*****Mumbai	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			3	0	90
			3	91	180
			3	181	360
			3	361	540
			3	541	660
			2	661	840
			2	841	990
			2	991	1080

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

### 1. Generic

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

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

### 2. 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 up to 50% of the contracted quantity during the currency of the contract at the contracted rates. 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.

### 3. Generic

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

#### 4. **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):

DGQA

Post Receipt Inspection at consignee site before acceptance of stores:  
MDL & CGP

#### 5. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 6. **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.

#### 7. **Buyer Added Bid Specific ATC**

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

#### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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

Mazagon Dock Shipbuilders Limited invites competitive bids from reputed Bidders / Suppliers in two bid system (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [http: gem.gov.in] for the following Scope of Work / Supplies, terms and conditions:

1. **DESCRIPTION OF WORK:** Procurement of Bullet Proof Jackets and Bullet Proof Helmets for Training Ship (TS) (Y-16101), New Generation Offshore Patrol Vessel (NGOPV) (Y-16401 to Y-16406) & Fast Patrol Vessel (FPV) (Y-16501 to Y-16514) of Indian Coast Guard Project.

#### 2. **PRE-QUALIFICATION CRITERIA:**

A) **Commercial Pre-Qualification Criteria:** Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies.

B) **Technical Pre-Qualification Criteria:** vendor shall have past experience of supply of Bullet Proof Jackets and Helmets for Indian coast guard or Indian Army or Indian Navy or Indian Air Force. PO copies & Work Completion Certificate (Invoice, Delivery Challan, WDCs, etc) must be submitted with offer in support of past experience.

3. **EARNEST MONEY DEPOSIT(EMD):** EMD shall be submitted as per GEM Terms & condition of Rs. 1,50,000/-. EMD exemption is as per GEM conditions, bidders shall submit valid EMD/EMD Exemption Certificate at the time of bidding only. In case valid exemption certificate is not submitted along with original bid then bid will be rejected.

EMD is also exempted for the bidder's permanent registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for Bullet Proof Jacket and Helmet/ Material group 1002306 for which the offer is being submitted, in Part-I offer/ bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

EMD shall be forwarded to DGM/PE (CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbu

iders Limited, Shipbuilding Division, Dock Yard Road, Mumbai-400010, Maharashtra in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of EMD shall be uploaded at Part-I tender stage.

**Note:**

- a) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- b) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security. The returned / refunded EMD would be interest free.

MDL Bank Details for direct bank transfer:

NAME OF BANK A/C HOLDER: MAZAGON DOCK SHIPBUILDERS LTD

BANK AND BRANCH: STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023

TYPE OF ACCOUNT: CURRENT

BANK ACCOUNT NO: 11079519138

IFSC CODE: SBIN0006070

SWIFT CODE: SBININBB101

PAN NO.: AAACM8029J

MDL GST: 27AAACM8029J1ZA

**4. BID REJECTION CRITERIA:**

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

- (i) Bids received after tender closing date and time.
- (ii) Bids received other than through e-portal (in case of e-tender).
- (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (iv) Bids received without EMD (other than those who are exempted from payment of EMD).
- (v) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.

b) Liable for Rejection Criteria: Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

**5. SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:

a) Part I (Techno Commercial Bid): The bidder shall ensure following are essentially included in the Part-I bid:

- (i) EMD/ Valid Exemption Certificate as per tender terms
- (ii) Local Content declaration
- (iii) Other Technical Documents

b) Part-II (Price Bid): Prices for each of the listed items has to be uploaded on GEM.

#### 6. **REVERSE AUCTION:**

a) MDL reserves the right to extend, reschedule, postpone, suspend/pause, resume and extend the Reverse Auction, or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

b) If the lowest price received during ERA is unreasonable or it is unacceptable on ground of being too high when compared with estimated price, MDL reserves the right to seek justification of the price from lowest bidder.

c) If the price is not considered reasonable, MDL may not accept such bid and can go for another tender process. MDL reserves the right to cancel the tender cum RA process.

#### 7. **PRICING:**

a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Address
Bullet Proof Jackets and Bullet Proof Helmets	MDL Anik Chembur store/Dockyard road (Mumbai)/Nhava Yard

b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

c) Price Variation Clause: Not Applicable

d) It is mandatory to quote for all line items for the respective group for which offer being submitted as per tender, in case it is found after opening of price bids that the price quoted for a particular line item of the group is 'zero' then supplier has to supply this/these items free of cost to MDL.

#### 8. **Delivery Period/Contract Period:**

Delivery Period / Contract Period: Delivery/contract period shall be as per tender:

Project	Yard Nos.	Delivery period from PO
TS	Y-16101	PO + 06 months
NGOPVs	Y-16401	PO + 12 months
	Y-16402	PO + 18 months
	Y-16403	PO + 22 months
	Y-16404	PO + 28 months
	Y-16405	PO + 33 months
	Y-16406	PO + 36 months

FPVs	Y-16501	PO + 03 months
	Y-16502	PO + 03 months
	Y-16503	PO + 03 months
	Y-16504	PO + 06 months
	Y-16505	PO + 06 months
	Y-16506	PO + 12 months
	Y-16507	PO + 12 months
	Y-16508	PO + 18 months
	Y-16509	PO + 18 months
	Y-16510	PO + 22 months
	Y-16511	PO + 22 months
	Y-16512	PO + 28 months
	Y-16513	PO + 33 months
	Y-16514	PO + 36 months
Note		
Material will be accepted 60 days before contractual delivery date only. Early delivery will not be accepted by MDL for the respective line items.		

Part Delivery: MDL will prefer to have the entire Equipment / Item within the stipulated delivery period and discourage the part delivery & part payment thereof. However, in exceptional circumstances, Lot/part supply will be considered as discussed in TNC meeting.

The delivery dates mentioned against each line item/service are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.

9. **F.E. ELEMENTS:** FERV will not be reimbursed by MDL.

10. **TAXES & DUTIES:** As per GEM Terms & conditions. However, Custom duty will not be reimbursed by MDL.

11. **MODE OF DISPATCH:** Road/Rail/Air/Sea.

12. **CONSIGNEE:**

(a) Material scheduled for delivery are to be delivered at MDL (Anik / Sewri / Bond / Electronic store located in Mumbai)

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute

their representative in their own interest to coordinate the activities between the transporter, and MDL stores.

(b) Following document should be submitted along with material:

- PO copy & subsequent amendments issued to it, if any.
- Inspection Report.
- Delivery Challans clearly indicating MDL Purchase Order No, and Packing List co-relating the items in the inspection report.
- Copy of Warranty Certificate, Preservation Certificate etc.
- Technical documentation, if applicable.
- E-Way bill (if applicable) details are to be submitted during the delivery of the items.

(c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approximate dimensions and weight of consignments for arranging fork lift/crane for unloading.

### 13. **INSPECTION:**

(a) Pre-dispatch inspection: As per SOTR 2050 & 2051. Technical Trials of Jackets and Helmets to be carried out by the firm in laboratories nominated by DGQA. Cost of inspection to be borne by the vendor. Inspection Reports are to be submitted with item delivery.

(b) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

(c) The testing charges for samples should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.

(d) Receipt Inspection: MDL & CGP Reps. shall carry out necessary inspection of the items on receipt in the MDL and the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

(e) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

14. **PAYMENT TERMS:** As per GEM terms & conditions.

### 15. **WARRANTY/GUARANTEE:**

For TS (Y-16101) & NGOPV (Y-16401 to Y-16406): The equipment/Item along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twenty (20) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

Project	Yard No	Planned delivery date
TS	16101	Dec 2026

NGOPV	16401	Jul 2027
NGOPV	16402	Dec 2027
NGOPV	16403	May 2028
NGOPV	16404	Oct 2028
NGOPV	16405	Mar 2029
NGOPV	16406	Aug 2029

For FPV (Y-16501 to Y-16514): The equipment/Items along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twelve (12) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

Project	Yard No	Planned delivery date
FPV	16501	Mar 2026
FPV	16502	Jun 2026
FPV	16503	Sept 2026
FPV	16504	Dec 2026
FPV	16505	Mar 2027
FPV	16506	Jun 2027
FPV	16507	Sept 2027
FPV	16508	Dec 2027
FPV	16509	Mar 2028
FPV	16510	Jun 2028
FPV	16511	Sept 2028
FPV	16512	Dec 2028
FPV	16513	Mar 2029
FPV	16514	Jun 2029

- (a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (b) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (c) During the period of warranty / guarantee if any defect noticed in the item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

16. **LIQUIDATED DAMAGES (LD):** As per GEM terms & conditions.

17. **INTEGRITY PACT (IP):** Not Applicable.

18. **LAND BORDER:**

a) This clause is applicable for bidders from a country which shares a land border with India for the purpose of this order means: -

(i) An entity incorporated, established or registered in such a country; or

(ii) A subsidiary of an entity incorporated, established or registered in such a country;

(iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(iv) An entity whose beneficial owner is situated in such a country; or

(v) An India (or other) agent of such an entity; or

(vi) A natural person who is a citizen of such a country; or

(vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

b) Bidders from a country sharing land border with India shall mandatorily require registration with registration committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those countries to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.

c) Order issued by ministry of Finance department of expenditure vide OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 and OM no. F.7/10/2021-PPD (1) dtd. 23.02.2023 shall be applicable.

19. **BOOK EXAMINATION CLAUSE:** Not Applicable

20. **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 the 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.

21. **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 confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all 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.

22. **OTHER TERMS & CONDITIONS:** Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

23. **CONTACT DETAILS:** In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. Abhishek, DM(Design-Engg)	0 2 2 2376 3043	abhishek@mazdock.com
Commercial	Mr. Vishal Salvi, M(Commercial-CGP)	022 2376 2760	vmsalvi@mazdock.com

Note:

- Bidder not complying with the tender terms will fall under liable for rejection or as stated therein.
- Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

#### CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

#### Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

**DETAIL DELIVERY SCHEDULE**

ITEM NO	MATERIAL DESCRIPTION	Total Qty	UNIT	Yard No	PO + DAYS
1	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16501	90
2	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16501	90
3	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16501	90
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16501	90
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16502	90
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16502	90
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16502	90
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16502	90
9	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16503	90
10	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16503	90
11	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16503	90
12	Documentation as per SOTR 2050 & 2051	1	SET	Y-16503	90

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16101	180
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16101	180
3	Bullet Proof Jacket as per SOTR 2050	20	NOS	Y-16101	180
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16101	180

5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16504	180
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16504	180
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16504	180
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16504	180
9	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16505	180
10	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16505	180
11	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16505	180
12	Documentation as per SOTR 2050 & 2051	1	SET	Y-16505	180

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16401	360
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16401	360
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16401	360
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16401	360
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16506	360
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16506	360
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16506	360
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16506	360
9	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16507	360
10	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16507	360
11	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16507	360
12	Documentation as per SOTR 2050 & 2051	1	SET	Y-16507	360

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16402	540
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16402	540
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16402	540
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16402	540
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16508	540

6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16508	540
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16508	540
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16508	540
9	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16509	540
10	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16509	540
11	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16509	540
12	Documentation as per SOTR 2050 & 2051	1	SET	Y-16509	540

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16403	660
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16403	660
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16403	660
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16403	660
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16510	660
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16510	660
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16510	660
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16510	660
9	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16511	660
10	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16511	660
11	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16511	660
12	Documentation as per SOTR 2050 & 2051	1	SET	Y-16511	660

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16404	840
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16404	840
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16404	840
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16404	840
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16512	840
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16512	840
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16512	840

8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16512	840
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1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16405	990
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16405	990
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16405	990
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16405	990
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16513	990
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16513	990
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16513	990
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16513	990

1	Ballistic Helmet (Large) as per SOTR 2051	6	NOS	Y-16406	1080
2	Ballistic Helmet (Medium) as per SOTR 2051	6	NOS	Y-16406	1080
3	Bullet Proof Jacket as per SOTR 2050	12	NOS	Y-16406	1080
4	Documentation as per SOTR 2050 & 2051	1	SET	Y-16406	1080
5	Ballistic Helmet (Large) as per SOTR 2051	3	NOS	Y-16514	1080
6	Ballistic Helmet (Medium) as per SOTR 2051	3	NOS	Y-16514	1080
7	Bullet Proof Jacket as per SOTR 2050	6	NOS	Y-16514	1080
8	Documentation as per SOTR 2050 & 2051	1	SET	Y-16514	1080

### अस्वीकरण/Disclaimer

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.
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 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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the 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 भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**