

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	04-05-2026 14:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	04-05-2026 14:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	120 (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>	1
<b>वस्तु श्रेणी / Item Category</b>	B and D spares of Screw Pumps
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	B and D spares of Screw Pumps
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	UPVC Pipe Fittings For Use With UPVC Pipes in the Suction and Delivery Lines of Agricultural Pumps conforming to IS 13593, V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494, Water Tender Type B for Fire Brigade Use conforming to IS 950, Over-Needle Peripheral Catheters (Intravascular Catheters - Sterile and Single Use) Conforming to IS/ISO 10555 (Part 5), Wooden Podium, Hand, and Short Machine Screwing Taps for ISO Metric Screw Threads - IS 6175, Absorbent Cotton (Sterile and Non-Sterile) for Medical Use Conforming to IS 16468, Rapid Test Kit for HIV / Syphilis / Hepatitis B Virus (HBV) / Hepatitis C Virus (HCV), Cotton Towelling And Towels (V3) Conforming To IS 7056, Detachable Surgical Blades (Bard Parker Type) [V2]
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• UPVC Pipe Fittings For Use With UPVC Pipes in the Suction and Delivery Lines of Agricultural Pumps conforming to IS 13593</li> <li>• Hand, and Short Machine Screwing Taps for ISO Metric Screw Threads - IS 6175</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>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years of Experience and Turnover</b>	No
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>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)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>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)
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>	Yes
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
-------------------	----

**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).	22

(a). 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 :**

CM  
Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence  
(Chandrashekhar Gulabrao Barmase)

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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

#### Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	ROTO PUMPS LIMITED

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.

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 :

B and D spares of Screw Pumps - [1776833974.xlsx](#)

### B And D Spares Of Screw Pumps ( 1 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>
---------------------------------------------------------	--------------------------

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%	NA

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	1	240

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 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**

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.

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

MAZAGON DOCK SHIPBUILDERS LTD  
Account No.  
11079519138  
IFSC Code  
SBIN0006070  
Bank Name  
STATE BANK OF INDIA  
Branch address  
STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUM BAI-400023

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS AND CONDITIONS (ATC)**

-

**Item: Additional B & D spares of Screw Pumps for MDL P17A ships**

- 1)** This tender is a single bid single tender for the additional B & D spares of Screw Pumps for MDL ships of P17A. All other bids, if any received other than Single nominated bidder will be summarily/categorically rejected.
- 2) Pricing:** - Prices of all items of B&D spares listed in the price sheet are to be quoted for delivery to Material Organization, Visakhapatnam.
- 3)** Items are inseparable in nature.
- 4) SUBMISSION OF OFFER IN SINGLE BID SYSTEM:**

- (i) Bidder should enclose the additional documents as applicable to this tender.
- (ii) Lists of B&D spares for MDL's ships in excel format (ILMS V2) as per tender.
- (iii) Bidders should quote each line-item wise price in Excel as per attached format (Financial Bid).**

**5) Technical Requirement/Drawings/QAP:** Supply of B&D Spares of Screw Pumps for MDL's ships of P17A. The other technical terms & condition will be as per the main PO no. 3390000134/135/136/137 dtd 19.09.2017.

Note: Bidder shall mandatorily submit details of B&D Spares in ILMS V2 format along with delivery of spares both in soft copy (CD or Pen Drive) and Hard Copy to Material Organization (MO), Visakhapatnam and one set (both soft & hard copy) to MDL.

**6) Earnest Money Deposit (EMD):** Not Applicable

**7) Delivery schedule:** Delivery date of items shall be as indicated in GeM Tender.

Part Delivery: Part Supply part payment accepted maximum up to 25 lots.

**8) Consignee:** Actual consignee and delivery details and address is to be considered as mentioned below:

- (a) B & D spares to be delivered at following address:

The Material Superintendent  
Controller of Warehousing,  
Material Organisation, Kancharapalem  
Visakhapatnam- 530008.

**Note:** - 1) 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 stores.

- 2) Consignee mentioned in GEM tender is only for regularization purpose however, above mentioned consignee details will be considered for all purposes.

- (b) The consignment must be delivered by giving at least 15 days' advance notice to Material Superintendent, Visakhapatnam, under intimation to MDL clearly indicating weight, dimensions of the consignment etc.

- (c) The following Documents should be sent along with the consignment of B&D Spares as applicable:

- Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
- Copy of Invoice,
- Inspection Release Note (IRN) issued by nominated inspection officer.
- Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report
- Copy of Warranty Certificate, Preservation Certificate etc. as relevant.

**9) Payment Terms:**

- a) Payment of 80% of the value of the supplies and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes & duties shall be made within 15 days against generation of CRAC as per GEM after delivery of complete items 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 invoices, inspection/ Test Certificate/release note from the n

ominated Inspection Agency, Delivery Challans/original "IN" signed Lorry Receipt duly bearing receipt stamp of Consignee &, warranty Certificate & Certificate for preservation as relevant.

- b) Payment of the balance value of the supplies (i.e. 20%) shall be payable offline as reduced by any deductibles and / or the amount leviable 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 ILMS format if any.
  - iii. Submission of Performance Security (PBG) for an amount of 5% of order value, valid up to agreed Warranty period plus one-month claim period.
- c) Balance payment will be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) only by MDL outside GeM portal to vendor on receipt of above mentioned documents.

#### **10) Payment Mode:**

- A.** 80% of payment total invoiced value shall be made on GeM on receipt of following documents.
- (i) Invoice (Four ink signed copies).
  - (ii) Release note from the nominated Inspection Agency,
  - (iii) Relevant Test reports / Certificates,
  - (iv) Packing Lists,
  - (v) Performance Guarantee,
  - (vi) Storage / Preservation / Installation / Commissioning / Maintenance Procedures, / Certificate for preservation & other Technical documentation in requisite sets as relevant.
- B.** Balance shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) only by MDL outside GeM portal. Following documents are required for RTGS / NEFT Payment:
- (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 ILMS format if any.
  - (iii) Submission of PBG for an amount of 5% of order value, valid up to agreed Warranty period plus one-month claim period.

#### **Note:**

- (i) **Invoices** should be submitted at "Receipt Section" in MDL security complex.
- (ii) **Issuance of e-Invoice by Vendor:**
  - a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 50 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 that *"we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 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. 100 crs. as per GST Act"*.

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

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

- 11) 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 as per GeM terms and conditions
- 12) Performance Security:** Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement plus two months. In case any delay in delivery, vendor shall extend the validity of performance security suitably.
- 13) Guarantee/Warranty Requirement:** As per contract 3390000134/135/136/137 dated 19.09.2017 for Supply of Base & Depot Spares of Screw Pump for MDL, Project 17A.
- 14) Inspection:** As per contract 339000134/135/136/137 dated 19.09.2017 for supply of Base & Depot Spares of Screw Pumps for MDL P17A.
- 15) 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. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. 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. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection.

**The original IP to be submitted or couriered to MDL within 15 days after tender closing date.**

Address: Commercial-P17A/MPV Department, 4<sup>th</sup> floor, New Service Block, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai-400010.

**Independent External Monitors (IEM):** Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by MDL, in terms of Integrity Pact (IP) which forms part of MDL Tenders / Contracts.

i. Mr. M N Krishnamurthy IPS(Retd)

E-mail ID - [krishnamurthymn19@gmail.com](mailto:krishnamurthymn19@gmail.com)

ii. Mr. Deepak Kashyap, IRTS (Retd)

E-mail ID - [deepakkashyapnd02@gmail.com](mailto:deepakkashyapnd02@gmail.com)

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same directly with the IEMs on the panel viz Shr

i M.N. Krishnamurthy IPS,(Retd.) Email ID: [krishnamurthymn19@gmail.com](mailto:krishnamurthymn19@gmail.com) Shri Deepak Kashya p, Email: [deepakkashyapnd02@gmail.com](mailto:deepakkashyapnd02@gmail.com)

**16) 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.

**17) 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.

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

- (a) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- (b) Whenever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that " we do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 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 onward has not exceeded Rs5 Cr as per GST Act".

**19) Other terms & conditions:**

All other terms and conditions will be as per contract 3390000134/135/136/137 dated 19.09.2017 for Supply of Base & Depot Spares of Screw Pumps for MDL, Project 17A

**20) 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. C G K Rao PE(D-P17A)	+91 22 2376 3017	gk rao@mazdock.com
	Mr. Vijay Jaiswal (SB-Design Engg.)	+91 22 2376 3384	vkjaiswal@mazdock.com
Commercial	Mr. Satish Chandra PE(C-P17A)	+91 22 2376 2747	schandra@mazdock.com
	Mr. Chandrashekhar Barmase CM (C-P17A)	+91 22 2376 2739	csbarmase@mazdock.com

**Note:**

1. Bidder not complying with the tender terms will fall under liable for rejection or as stated therein.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[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---**