

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	18-05-2026 14:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	18-05-2026 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>	3
<b>वस्तु श्रेणी /Item Category</b>	B&D SPARE FORCPP SHAFT-NGOPV - WATER LUBRICATED BEARING (MAKE-THRODON SPLIT TYPE XL) WITHOUT CARRIER
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Base and Depot Spares Water lubricated Bearing
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Bitumen Primer for use in Waterproofing and Damp - Proofing as per IS 3384, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Trichloroisocyanuric Acid (TCCA-90), Bitumen Felts for Water Proofing and Damp Proofing as per IS 1322, Broth Media, Reverse Osmosis based Point of Use Water Treatment System for Drinking Purposes (V3) as per IS 16240
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Bearing (BHEL)</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>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Additional Doc 1 (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

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 मेनू 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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
Payment Timelines	Payments shall be made to the Seller within <b>15</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/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### 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).	20

(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 :**

Mazagon Dock Shipbuilders Limited, Ministry of Defence, Dockyard Road, Mumbai-10  
(Mazagoan 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)

**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	VANSON ENGINEERING PRIVATE 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.

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.

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 :

ILMS format - [1778046426.xlsx](#)

**B&D SPARE FORCPP SHAFT-NGOPV - WATER LUBRICATED BEARING (MAKE-THRODON SPLIT TYPE XL) WITHOUT CARRIER ( 3 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	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	3	180

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

**1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

COMMERCIAL TERMS & CONDITIONS FOR SUPPLY OF WATER LUBRICATED BEARINGS AS B&D SPARES FOR CPP-SHAFTING SYSTEM OF NGOPV SHIPS.

(a) PRICES:

The prices are firm & fixed till the contractual delivery and are on door delivery basis at CGSD, Mumbai inclusive of following charges.

- Preservation
- Guarantee/ Warrantee
- Packing & Forwarding
- Freight & Insurance

(b) SCOPE OF SUPPLY:

The scope of supply includes supply of Water lubricated Bearings as B&D Spares for CPP-Shafting System for 06 NGOPV if ICGP.

(c) DELIVERY PERIOD:

Delivery period for B & D spares will be tentative within 06 months post placement of Purchase Order.

(d) SUBMISSION OF OFFER IN TWO BID SYSTEM: Offer must be submitted in single parts as follows:

The bidder shall ensure following are essentially submitted in the bid as applicable:

- (i) Technical & Commercial offer.
- (ii) Integrity Pact
- (iii) B&D Details in ILMS format as per attached Excel sheet.

(e) Validity of offer: 180 days from the date of tender closing

(f) PACKING & FORWARDING:

The Base & Depot spares should be suitably packed for safe transportation and handling and storage for 12 months giving full protection required under normal transport conditions to prevent from damages and deterioration till it reaches CGSD, Mumbai. Adequate protection should be provided against rain and other transit risks. The charges for Packing & forwarding are included in the prices.

- i) Each packing in addition to aligning position { ↑ } shall be provided with identification tallies.
- ii) Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied.
- iv) Each case would have proper instruction, written at the appropriate place to handle the case safely. In addition to indicating the aligning position, each item would be provided with identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.
- v) The packing material shall be environmental friendly/ biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly/ biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action. seller should not use Restricted Hazardous banned substance (RHBS). If any such substance is detected on the supply at CGSD, Mumbai premises, the supplier/ Vendor should replace the RHBS and should bear the cost incurred for disposal of the RHBS.

vi) Please note following for preparation of e-way bill / Invoices:

a) The e-way bill would be addressed to:

The Officer-in-Charge  
Coast Guard Store Depot (Mumbai)  
Mankhurd

Mumbai - 400 088

- b) In case of part consignment, every delivery / part delivery would be serialized – PART DELIVERY- 1, PART DELIVERY- 2 and this serial no. would be indicated in the e-way bill / packing list for ease of correlation.
  - c) The description and POS No. of item in the challan would exactly be as per that in the Purchase Order.
  - d) Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.
  - e) If items are supplied as free replacement/ free of charge, it would be mentioned in the e-way bill as “free supply items” and the relevant MDL PO No. and Yard No. against which the free supply is made should be indicated.
  - f) The vendor is required to furnish details of E-way bill generated for taxable value exceeding Rs. 50,000/- or as specified by GST Act/Rule /Authority from time to time, to MDL along with Invoice/ Delivery Challan issued for supply of goods. E- Way bill generated from the Vendor’s GSTIN as per the Purchase Order/ Contract issued by MDL will be accepted for inwarding the goods.
  - g) In case of supply of goods is made under arrangement of “Bill to Ship to model” directly from a location of Sub Vendor, E-way bill need to be generated from the Vendor’s GSTIN as per the Purchase Order/ Contract issued by MDL with details of Invoice/ Delivery Challan issued by vendor to MDL for appropriate identification of goods.
- (g) TAXES, DUTIES & LEVIES:
- a) Goods and Services Tax (GST):
    - (i) IGST 5%/18% or as applicable at the time of delivery to be paid.
    - (ii) For MDL’s GST number, please visit our website. MDL’s Provisional GST Number is 27AAAC M8029J1ZA.
    - (iii) Supplier must mention HSN numbers in invoices. These codes must be in accordance with GST law.
    - (iv) If supplier is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.
    - (v) Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
    - (vi) Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor on payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
    - (vii) In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL/ reversed subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL as a result of default.

(h) CONSIGNEE:

The B & D Spares are to be consigned to the following address:

The Officer in charge, CGSD,  
Mumbai.

(i) INSPECTION:

Inspection Agency: Firm's Quality Assurance Dept.

Though the spares should be inspected by firm's Quality Assurance Dept., this would not absolve firm of their responsibility for rectification of defects, if any, noticed during warranty period, without any additional cost to MDL / CGHQ.

Joint Receipt Inspection (JRI) will be carried out by the consignee i.e. CGSD, Mumbai in presence of firm's rep. within 30 working days from the date of receipt of B&D spares at CGSD, Mumbai. The CGSD will invite the SELLER with a minimum 07 (seven) days prior notice to attend the JRI for delivered goods.

The shortages, rejections, defects & discrepancies if any noticed during joint inspection should be reported to MDL within 01 weeks and firm should make good all deficiencies & discrepancies within 03 weeks from the date of receipt inspection.

Since payments are related to acceptance of the material, care to be taken for liquidating the JRI defects to avoid delay in receipt of CRV & release of payment by MDL.

(j) CERTIFIED RECEIPT VOUCHER (CRV):

The firm should arrange mustering, inspection & handing over of items to CGSD, Mumbai and obtain Certified Receipt Voucher from CGSD, Mumbai. It will be complete responsibility of the firm of delivering and handing over of B&D spares to CGSD, Mumbai. The CRV to be presented to MDL for release of payment.

(k) PAYMENT:

(a) 100% payment 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 after receipt of Original Consignee Receipt Voucher (CRV) from respective stores along with four ink signed copies of invoices, Generation of CRAC on GeM portal, E-Way bill, packing list, inspection/ test Certificate (as relevant), Delivery Challans/original "CGSD" signed Lorry Receipt duly bearing receipt stamp of Consignee, Warranty Certificate & certificate for preservation (as applicable) on submission of PSBG for 5% of PO value.

(b) Part Supply & Part Payment: If part supply is acceptable then part payment will be released accordingly.

Note: -

- i. All bills/invoices are to be addressed to DGM/ PE (C-CGP), Mazagon Dock Shipbuilders Ltd, Mumbai.
- ii. All payments will be made through Electronic Clearing System (ECS) for which prescribed mandate form in original is to be submitted by the supplier along with the tender duly signed and stamped by the supplier and countersigned & stamped by the bank (if not already submitted to MDL).

The invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

(l) LIQUIDATED DAMAGES (LD): As per GeM terms and conditions

(m) GUARANTEE / WARRANTY:

Firm will take the full responsibility for the satisfactory performance of the B&D spares for a minimum period of 12 months from the date of receipt of B&D spares at CGSD, Mumbai. During this period, firm shall be liable to rectify all the defects arising out of inferior workmanship, faulty material and defective design, and the same will be rectified or replaced part or whole, free of cost and delivered at CGSD, Mumbai. All packing, forwarding, insurance and delivery charges arising on account of this would be borne by the firm. For defects rectified during the guarantee period, the guarantee period will be further extended by another 6 months for the repaired or replaced items only. Defects, damages and short landings reported during the receipt inspection at CGSD, Mumbai and during the guarantee period shall be attended within 03 weeks from the date of intimation.

(n) Performance Security (PS):

- (c) Performance Security for an amount equal to 5% of order value (excluding taxes, duties) payable in Indian Rupees shall be submitted.
- (d) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- (e) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

Key regulatory provisions under Insurance Surety Guidelines which are noteworthy are given below:

§ Available for only Indian Projects: Surety Bonds cannot be issued if the underlying asset/commitment is outside India. Further, the payment for risk covered under the Surety Bonds shall be made in Indian Rupees. Hence, Surety Bonds can be issued for domestic projects only, and not for Indian project contractors' engaging in infrastructure projects outside India.

§ Applicability: The insurer (Insurance Company) should be an Indian Insurance Company as defined in Section 2(7A) of the Insurance Act, 1938 and the insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.

§ Formats for Insurance Surety Bonds: The indicative format for ISBs described at above is placed at Enclosure- 20

- (f) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or one can find Online payment tab on MDL website home page as under:

§ Go to [www.mazagondock.in](http://www.mazagondock.in)

§ Click on Online payment tab available on home page.

§ 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.

§ Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.

- (g) Further, the supplier should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Ban

k's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.

- (h) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, dealing commercial executives shall advise Finance department for withholding the PS from his bills if any. In such case, interest is to be recovered for the period starting from 26<sup>th</sup> day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For Indian suppliers, the interest will be SBI BPLR plus 2%.
  - (i) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
  - (j) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and supplier failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
  - (k) If the performance Security Bank Guaranty is not submitted by the firm the same will be retained while certifying payment of the firm.
- (o) Integrity Pact (For contract above Rs. 2 Cr): 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 award of contract.  
Address: DGM/PE (C-CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Shipbuilding Division, Dock Yard Road, Mumbai-400010, Maharashtra

#### 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) Shri M. N. Krishnamurthy, IPS (Retd.) - Email ID: [krishnamurthymn19@gmail.com](mailto:krishnamurthymn19@gmail.com) ii) Shri Deepak Kashyap, IRTS (Retd)- Email 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 Shri M. N. Krishnamurthy, IPS(Retd.) Email ID: [krishnamurthymn19@gmail.com](mailto:krishnamurthymn19@gmail.com); Shri Deepak Kashyap, IRTS (Retd) Email ID : [deepakkashyapnd02@gmail.com](mailto:deepakkashyapnd02@gmail.com).

#### (p) PRESERVATION:

The B & D Spares should be supplied duly preserved suitably for 12 months' storage from the date of receipt of consignment at CGSD, Mumbai. The cost of preservation is to be included in the prices. Preservation and re-preservation procedure should be included in firm's manual. A

assistance for re-preservation beyond this period will be provided by firm on chargeable basis.

(q) Limitation of Liability

(l) Cap on Liability: The total liability of the Vendor/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed 100% of the total contract value.

(m) Exclusion 01 Certain Damages: To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of Profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.

(n) Exclusions from Cap on Liability: The cap on liability shall not apply to:

- Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
- Breach of confidentiality obligations or infringement of intellectual property rights.
- Indemnity obligations for third-party claims.
- Non-compliance with applicable laws, regulations, or statutory obligations.
- Liquidated Damages expressly agreed upon by the parties. Breach of obligations of Integrity Pact (IP).
- Any other liability that cannot be limited or excluded under Applicable Law.

(o) Mutuality: The liability cap shall apply mutually to both parties unless otherwise agreed in writing.

(r) Public Grievance Cell: A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised

to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23762106(MDL).

(s) The format for Integrity Pact is attached at para 2 of the bid.

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

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

## 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---**