

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-06-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-06-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel as per TSP and SOW
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Standard Storage Container or Cargo or Container Ships (V2) • Cryogenic Vessel
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	4500 Lakh (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by 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 मेन् 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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two 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 15 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

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

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	43

(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 :

DGM(OTS-YS)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence
(Prashant Suresh Pimple)

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

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.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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.
7. 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.

8. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
21-05-2026 12:00:00	Mazagondock Shipbuilders Limited, 5th Floor, Mazdock House, Mumbai -10

3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel As Per TSP And SOW (1 Unit)

(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 दस्तावेज /Buyer Specification Document	Download
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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%	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	1	850

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	additional Scope of Work View	additional Scope of Work	3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel As Per TSP And SOW(1)
2	Additional SOWmaker list and dawning ATS View	Additional SOWmaker list and dawning ATS	3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel As Per TSP And SOW(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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:

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

4. 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
COMMERCIAL BRANCH, FORT, MUMBAI-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.

5. 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.

6. Generic

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- DESCRIPTION & SCOPE OF SUPPLY:** Turnkey Design, Construction and Delivery (Composite Supply of Ship Under HSN Code 8901) of 3000 DWT Methanol Dual Fuel Diesel Electric Platform Supply Vessel as per TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. (Copy attached as a part of tender)

2. PRE-QUALIFICATION CRITERIA:

2.1 Technical PQ Criteria as under:

- The determination of eligibility will take into account the Capability and Capacity of the participating Shipyard along with their past Experience in executing similar orders.
- It will be based on site inspection, examination of supporting documents and misc. other aspects, as deemed suitable by the MDL's team. MDL reserves the right to visit the Shipyard prior to technically qualifying their bids. The decision of the MDL's team in evaluation of the Shipyard would be firm and final. Further, time is the essence of this project, the bids of the participating Shipyard's would be liable for rejection in case of unsatisfactory / delayed response to the MDL's queries.
- The participating Shipyard should meet the following mandatory Pre-Qualification Criteria.**

- Capability:** The participating Shipyard shall be evaluated for their capability under the following criteria.
 - Past Experience.** The participating Shipyard should have experience in Construction and delivery of self-propelled vessels built under IN / IACS on a turnkey basis. Following dimensions of Self-Propelled vessels successfully delivered by the Shipyard under IACS on a turnkey basis would be eligible for qualification.

SI	Vessel Type	Qty (Min required)	Remarks
(i)	Self-Propelled - Length > 60 m	04	IN / IACS certified (In last 15 years)

- Shipbuilding Infrastructure.** The participating Shipyards should have their shipbuilding infrastructure commensurate for construction of PSV. This would comprise of, but not restricted to, gated Yard, slipway / dry-dock / ship-lift / floating dry dock, wet berths for outfitting, available depth of water, crange facility (in-house and could be augmented), workshop with machineries (press, roll, shearing, CNC cutting, pipe bending etc), and fa

abrication shops / space. Shipyard should mandatorily have the following as part of their infrastructure

SI	Infrastructure	Dimension (L x B) (m)	Remarks
(i)	Shipbuilding Bay	150 x 40	
(ii)	Slipway / Slide way / Dry-dock	L > 90 m	Adequate water column for Ships launching draft of 3.5 m
(iii)	Wet Basin / Outfitting Bay	L > 100 m	Adequate water column for Ships draft of 3.5 m
(iv)	In-house operational Workshops for Steel cutting, steel Fabrication, pipe shops, paint booth, and Pipe Fabrication	As required	

ii. **Experience of Shipyard.**

The shipyard's experience of having constructed vessels during last 15 years ending till the tender closing date should be either of the following:

(a) Three contracts/orders of completed/delivered vessels each of not less than Rs 128.50 Cr.

OR

(b) Two contracts/orders of completed/delivered vessels each of not less than Rs 160.67 Cr.

OR

(c) One contract/order of completed/delivered vessels of not less than Rs 257.00 Cr.

OR

(d) Cumulative completion of vessels of not less than Rs 53.55 Cr within continuous span of 12 months.

iii. **Functional Shipbuilding Departments.** Participating Shipyards should possess functional Shipbuilding departments. The assessment of functionality of these departments would be undertaken by MDL's team, based on site visit / evaluation of documentary records, availability of trained manpower and misc. other factors etc.

(a) In-house detailed design capability

(b) Planning department

(c) QA and QC Department

(d) Material procurement.

iv. **Human Resources.** Shipyard should have human resources available in-house or possess capability to mobilise them. Past experience in terms of below mentioned would be verified, against documentary records (for last 15 years).

(a) Manpower mobilised during any 03 continuous months (during the past 15 years) should be more than 250 workers (in-house and subcontractors).

(b) Availability of labour accommodation within Shipyard premises or owned by Shipyard for more than 300 workers.

(c) Subcontractor base for undertaking works such as Steel, piping, cabling and painting etc would be evaluated.

v. **Capacity.** It is a considered opinion that along with the capability a participating Shipyard needs to have adequate capacity to undertake construction of vessels. The subject order for PSV, is on a lean production timeline. Any delay by participating Shipyard due to its capacity limitation, would imply delay in project delivery schedule. This may inter jeopardise MDL's future business line.

vi. The capacity of the Shipyard would be evaluated based on the following parameters and not restricted to below. The decision of the evaluation committee / team would be final.

(a) Current and future order book when compared with available infrastructure. Excess order by a Shipyard, beyond its capacity would delay the Subject project which has lean prod

- uction timeline.
- (b) Spare capacity in terms of infrastructure, space and resources for next 5 years. Decision of MDL would be considered binding.
 - (c) Performance of the Shipyard in their ongoing orders. Their performance and track record in time bound delivery of vessels / block construction work would be examined. Delay in delivery of the existing order would be considered negative and may be liable for rejection.
- vii. Shipyard shall not be under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings etc. The Shipyards shall submit the following as a part of technical qualification.
- (a) Bidders' company profile and experience.
 - (b) Overview of Technical personnel deployed by the company
 - (c) List of personnel with designation, qualification and experience to determine bidders capabilities
 - (d) Company's registration certificate
 - (e) ISO standard certificate
 - (f) Factory licence
 - (g) Certificate of incorporation
 - (h) Registration certificate from local bodies of conducting business
 - (i) Bidder Shall not be under a declaration of ineligibility issued by the Govt. of India State Govt / Public Sector undertakings etc.
 - (j) MSME certificate if applicable.
 - (k) GST certificate.
- viii. **New Shipyards.** New Shipyards established by take-over of the existing / old Shipyards, in such cases their total experience of both the New and the old Shipyard would be considered. However, this would be restricted upto past 15 years only. This would also be subjected to document verification and satisfactory site inspection by MDL Team.

2.2 COMMERCIAL QUALIFICATION CRITERIA:

The average annual financial turnover of the bidder during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be at Rs. **45.00 Crore** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. Bidder shall upload the audited balance sheet along with profit/loss account for the last three years.

3. **EARNEST MONEY DEPOSIT (EMD) / BID SECURITY: Rs 10,00,000.00/-**

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

- a) Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (The vendor who are permanently registered under **PR-material /service group "1402055 - Fabrication of Ferrous"** in MDL, only for them EMD is exempted. Other vendors who are permanently registered under different group in MDL have to submit the EMD as stipulated in tender) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- c) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- d) All other terms related to EMD will be as per GeM guideline.

4. **BID REJECTION CRITERIA:** -

4.1 CATEGORICAL REJECTION CRITERIA :-

The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected.

4.1.1. Bids/Offer received other than GEM portal.

4.1.2. Bids received without EMD (other than those who are exempted from payment of EMD).

4.1.3. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

4.2 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;

4.3 Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

4.4 Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents.

4.5 MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender

5. **DELIVERY PERIOD/COMPLETION SCHEDULE:** Delivery to be completed with 28 months from the date of order. For detailed delivery schedule please refer TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. (Copy attached as a part of tender)

6. **PRE-BID MEETING**

- a. MDL shall hold a pre-bid meeting with the prospective bidders on **21.05.2026** at Conference Room in Mazdock House, 5th Floor, MDL , Dockyard Road Mumbai. at 1100 hrs. However meeting could be hybrid mode
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach ymahani@mazdock.com by email on or before 22.07.2021 (at least three days prior to the pre-bid meeting). The queries should necessarily be submitted in the following format:

S. No.	Tender, SOW, TSP Reference(s) (Section, clause, Page No.)	Tender, SOW, TSP Reference(s) (Section, Page No.)	Point(s) of clarification
1.			
2.			

- c. Responses to Pre-Bid Queries and Issue of Corrigendum
 - i. MDL will endeavor to provide timely response to all queries. However, MDL makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does MDL undertake to answer all the queries that have been posed by the bidders.
 - ii. At any time prior to the last date for receipt of bids, MDL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by a Corrigendum.
 - iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the organization website and emailed to all participants of the pre-bid conference.
 - iv. Any such corrigendum shall be deemed to be incorporated into this tender.
 - v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MDL may, at its discretion, extend the last date for the receipt of tender proposals.
 - vi. Pre-bid meeting will be scheduled
- d. Right to Terminate the Process: MDL may terminate the tender process at any time and without

assigning any reason thereof. MDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

7. **ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:** On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid, on the Government e Marketing site GeM. Offer in any other form will not be considered.
8. **WARRANTY/GUARANTEE:** For detailed warranty/Guarantee clause please refer TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. (Copy attached as a part of tender)
9. **PAYMENT TERMS:**
 - a) Advance payment is not applicable for this tender.
 - b) For detailed payment terms & payment schedule please refer relevant clauses of mentioned in Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. ARTICLE-III: CONTRACT PRICE AND PAYMENT TERMS of SOW (Copy attached as a part of tender).
 - c) **Part/Stage Payment:** Stage-wise payment is acceptable based on completion of stage payment as per milestone as indicated in TSP & SOW.
10. **PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT)/E-PBG:** Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days of the award of contract. Please refer relevant clause mentioned in Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. All other terms and condition related to PSB shall be as per GeM.
11. **TAXES & DUTIES:** The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable. Bidder shall indicate GST no. and HSN/SAC no (8901) separately & the percentage of the applicable taxes in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. GeM terms & condition related to taxes & duties are applicable.
12. **MODIFICATIONS TO THE BID:** As per GeM terms & conditions.
13. **ELECTRONIC REVERSE AUCTION:** Reverse Auction shall be applicable to this tender. Methodology of Reverse auction will be as per GEM PORTAL. This GeM bid will be taken to Reverse Auction post technical evaluation as per GeM terms & conditions on H1 elimination basis.
14. **RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:** Techno-Commercially Qualified Lowest Bidder as evaluated by GeM will be considered for the placement of order for entire tender quantity. Bidders have to quote their price, applicable taxes as per rate sheet available on GeM Portal.
15. **PAYMENT MODE AND DOCUMENTS FOR PAYMENTS FOR INDIAN BIDDERS (GOODS):**
 - (a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL. For details please refer Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026" ARTICLE-III: CONTRACT PRICE AND PAYMENT TERMS of SOW.
 - (i) Suppliers invoice.
 - (ii) PO copy with amendments if any
 - (iii) Confirmation of receipt and verification of Bank Guarantee for Advance Payment, Performance security as the case may be.
 - (b) **Alternate MSME vendor payment through TReDS:** TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A.TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are

re to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

- (c) **E Invoice:** Wherever 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 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. 5 Crores as per GST act"

16. **EXCHANGE RATE VARIATION (ERV)** : Not applicable.

17. **NON-DISCLOSURE AGREEMENT:**

Non- disclosure agreement not required for bidding purpose. Bidder has to submit NDA post placement of order for issuance of drawings /documents.

This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00.

The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end.

Procedure for collection of All drawings, document & Work Instructions, design requirement etc as applicable will be done by Planning Dept. (PSV), only during execution of contract, on submission of "Non-Disclosure Agreement" in the prescribed format (in original) to PE(PIg-PSV)

If firm required drawings for their reference/bidding purpose, they can visit Planning PSV along with original instrument of NDA.

18. **PURCHASE PREFERENCE TO MAKE IN INDIA 2017** :- Applicable. As per GeM

19. **MODE OF DISPATCH:** Vessels shall be delivered by the Builder to the Buyer free and clear of all liens, claims, mortgages and other encumbrances whatsoever, in clean and seaworthy condition ready for service in all respects, afloat and clear of obstruction, safe and secure, at the Builder's quay at Mumbai, India, within 28 Months from the date of the contract becoming effective; (Contractual Delivery date) subject, however, to the provisions relating to permissible delays and extension of the time of delivery of the Vessel under this Contract. Builder shall give a notice to the Buyer specifying the scheduled delivery date of the Vessel at least thirty (30) calendar days prior thereto. This shall be followed by ten (10) calendar days of firm notice. please refer TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. (Copy attached as a part of tender)

20. **INSPECTION:** please refer TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026.

21. **LIQUIDATED DAMAGES (LD):** For detailed LD terms please refer TSP No P25-12/1001 Dated 13.05.2026 and Scope Document No PSV/SoW/2026 Rev. 0 dated 13.05.2026. (Copy attached as a part of tender).

22. **BREACH OF OBLIGATION WITH RESPECT TO BID SUBMITTED:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified/debarred from the bidding process for a period of one year from the date of notification:

- (i) Bidder has withdrawn/modified/amended/impaired/derogated from the tender during the period of bid validity.
- (ii) Bidder fail or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.

23. **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 comp

entent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. **Bidders to ensure that each page of IP shall be duly ink signed with company seal/stamp.**

24. **INDEPENDENT EXTERNAL MONITORS (IEM):**

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

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

i) Shri M.N.Krishnamurthy, IPS (Retd.) Email ID: krishnamurthymn19@gmail.com

ii) Shri Deepak Kashyap, IRTS (Retd) Email id : deepakkashyapnd02@gmail.com

25. **BOOK EXAMINATION CLAUSE:**

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

26. **PROGRESS MONITORING & REVIEW MECHANISM:**

The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. Please refer relevant clause in SOW Doc no: PSV/SoW/2026 - Rev 0.

27. **PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell 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 office at 3rd Floor, Mazdock house, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to Public Grievance Cell in writing for redressal. Telephone No. is 022- 23738368.

28. **LAND BORDER:**

a) This clause is applicable 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; or
- 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 Indian (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 requires 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 country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.

c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021-PPD(1) dated 23.02.2023.

d) Please refer relevant clause mentioned in GeM

29. **RIGHT TO REJECT ANY OR ALL BIDS:**

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue a nother tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

30. **CANCELLATION OF PROCUREMENT PROCESS/ REJECTION OF ALL BIDS/RE-TENDER:**

If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- b) The qualification criteria were not unduly restrictive; and
- c) Prices are reasonable in comparison to market values. The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.

31. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian agent on behalf of only one principal.
- (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) shall be submitted/uploaded along with Part I bid.

32. **CORRIGENDUM TO TENDER DOCUMENT:**

Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

33. **CONTACTING MDL DURING THE EVALUATION:**

If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document

34. **CARTEL FORMATION/POOL RATES:**

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such

has rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Purchaser may debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

35. **CONTACT DETAILS FOR QUERIES:**

In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Ms. Sapna Dipu AGM/PIC(PSV)	+91 22 237631 41	sdipu@mazdock.com
	Cdr. Yogesh Mahani DGM(PSV)	+91 22 237632 14	ymahani@mazdock.com
Commercial	Mr. Prashant Pimple DGM(OTS)	+91 22 237633 51	pspimple@mazdock.com
	Sagar Shende CM(C-PSV)	+91 22 237627 50	sushende@mazdock.com

36. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

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Enclosure-8

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 201_ between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____").

MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.
For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.
2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
 - (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - (b) Be only disclosed to, and used by, those employees or directors who have a need to know.
 - (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
 - (a) Disclose to any person, directly or indirectly:
 - i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
 - iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
 - (b) Make any private or public announcement or statement concerning or relating to the Proposal.
9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
 - (a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
 - (b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
 - (c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.
 - (d) The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.
10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
 - (a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
 - (b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
 - (c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.
19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the

Parties in two (2) originals.

Signed by the within named
MDL

Signed by the within named

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on nonjudicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract

In case any changes to format are desired by the supplier, same shall be approved as under -

- i) Dealing Executive to initiate and put up.
- ii) HOD(C)/PE(C) to recommend
- iii) CS/GM(L&E) to vet.
- iv) Functional Director to approve.

8. 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---