

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in **TWO BID SYSTEM** (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on www.gem.gov.in, for the Work/Services as detailed in this document:

1. SUBJECT:

Appointment of GST Consultant.

2. SCOPE OF WORK: As per Annexure-A.

3. INSPECTION AGENCY: Not Applicable

4. CONTRACT VALIDITY & WORK SCHEDULE:

4.1. Tentative Schedule is as under:

Tentative Start	Tentative End	Duration
01.03.2024	28.02.2024	3 years

(For more details ref SoW at Annexure-A.)

5. INTEGRITY PACT (IP): Not Applicable.

6. EARNEST MONEY DEPOSIT (EMD): Not Applicable.

7. BID REJECTION CRITERIA:

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

7.1.1. Bids/Offers received other than GeM portal mode.

7.1.2. Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

7.2. Following criteria may render the bids **liable for rejection**.

7.2.1. Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.

7.2.2. Incomplete/ misleading/ ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of MDL.

7.2.3. Bid with technical requirements and/or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable.

7.2.4. Bid received without qualification documents, where required as per the Tender.

7.2.5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.

7.2.6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.

7.2.7. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

7.2.8. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.

7.2.9. Bidders not submitting the declaration certificate for Local content & location of value addition. **(Annexure-P)**

7.2.10. Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate. **(Annexure-P)**

7.2.11. Bidder submitting Incomplete declaration certificate or declaration not certified by appropriate authority as per tender. **(Annexure-P)**

7.2.12. Bidders not submitting the compliance certificate w.r.t. Land Border Clause at **Annexure-R**, Restrictions under rule 144(xi) of general financial rules GFRs, (2017).

7.2.13. Bidder not quoting for all the services tendered & listed in the Rate Sheet.

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8. QUALIFICATION CRITERIA:

8.1. Technical Pre-Qualification Criteria:

- 8.1.1. The bidder shall have Experience of working as GST Consultant for more than 5 years, out of which minimum 3 years' experience should be with manufacturing firms operating in Capital Goods Sector (Shipbuilding / Heavy Engineering / Construction / Infrastructure) and having annual turnover more than Rs. 500 crores.
- 8.1.2. Bidders experience of having successfully completed similar works (as defined at TEF clause **8.1.1** above) during last 7 years ending **31.01.2024** should be either of the following:
- i) Three similar completed works each costing not less than **Rs. 12.00 Lakhs.**

OR

 - ii) Two similar completed works each costing not less than **Rs. 15.00 Lakhs.**

OR

 - iii) One similar completed work costing not less than **Rs. 24.00 Lakhs.**

OR

 - iv) Cumulative similar works/jobs completed within a span of 12 months totaling to **Rs. 5.00 Lakhs.**

8.2. Commercial Pre-Qualification Criteria:

- 8.2.1. The bidder should have a minimum average turnover of at least for **Rs. 3 Lakhs** during the last three years ending **31st March 2023** (i.e. for the Years 2020-21, 2021-22 & 2022-23) and shall upload the audited balance sheet for the last three years.
- 8.3. As bid is required to be uploaded on e-portal, the bidders are requested to upload scanned copies of following necessary documents to enable MDL to ascertain their qualification status:
- 8.3.1. Bidders Company Profile.
 - 8.3.2. Bidders Shop & Establishment and Tax registration certificate.
 - 8.3.3. Audited / Certified Balance sheet, Profit / Loss account for past 3 Financial Years ending at Mar-2023.
 - 8.3.4. Documentary evidence in support of the Qualification Criteria indicated at TEF clause 8.1 above. MDL has the right to verify / cause verification of authenticity of the said documents whenever felt necessary.
 - 8.3.5. Work Order copies in support of the bidder's experience and past performance on similar work/ job for last 7 years. Work Completion Certificates indicating the work order numbers, issued by the party for whom the work is done.

Note 1: Similar type of work/ job is as defined at TEF Clause **8.1.1** above.

Note 2: The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at SLA clause 8.1 above; viz Work order/s meeting above order value criteria for similar work along with work completion certificate, issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification.

Note 3: MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply to the same.

Note 4: The work executed by the bidder for their in-house use will not be considered for the purpose of bidder's experience or completion of similar works.

Note 5: Sr. 8.2.1 & 8.2.2 above not required for permanent registered vendors with MDL. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.

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Note6: All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

9. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **120** days from the tender closing date.

10. PRE –BID CONFERENCE: Not applicable to this tender.

11. 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 as appearing online:

Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

11.1. Common Documents to be uploaded:

- 11.1.1. Scanned copies of Tender Enquiry (SLA) Acceptance Format & Standard Terms and Conditions of the Tender (STACs) Acceptance format in the Prescribed Formats (**Annexures J & N**); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged.
- 11.1.2. Copy of blank Rate sheet (**Annexure-B**) clearly indicating '**Quoted/ Not-Quoted**' as applicable against each of the listed duly stamped & signed, should also be uploaded.
- 11.1.3. Signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-I**.
- 11.1.4. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - 11.1.4.1. Micro Enterprises.
 - 11.1.4.2. Small Enterprises.
 - 11.1.4.3. ISO Accreditation.
- 11.1.5. **Annexure P:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.
- 11.1.6. **Annexure-R:** Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
- 11.1.7. Bidder should upload valid documents in support of TEF clause 8.1.
- 11.1.8. **Annexure-T:** Declaration by bidder Conflict of Interest Among Bidders/ Agents.

11.2. In addition to the documents as indicated above, following documents shall be uploaded by bidder.

- 11.2.1. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL, if any.
- 11.2.2. Bidders not registered with MDL should scan and upload the following document.
 - 11.2.2.1. Scanned image of PAN card.
 - 11.2.2.2. Company Profile
 - 11.2.2.3. Shop & Establishment
 - 11.2.2.4. GST registration certificate.

Note: Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

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Part- II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Price bid must be enclosed only in the required format as appearing online.

12. PRICING & ESCALATION:

- 12.1. Contract Price shall remain firm and fixed during the currency of order/contract execution.
- 12.2. MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- 12.3. Quoted price shall include equipped manday charges along with accessories, consumables, operators, etc. for the execution of work as per tender terms & conditions. Additionally, bidder while quoting should consider the all costs such as labour, minimum wages, hike in the minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- 12.4. Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.
- 12.5. The payment shall be based on actual work completed in line with tender terms and conditions
- 12.6. **OPTION CLAUSE:** MDL can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

13. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:

- 13.1. Techno-Commercially Qualified Overall Lowest Bidder will be considered for the placement of order. On-line Ranking visible to the bidders after opening part II price bid is without loading parameters.
- 13.2. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document, commercial terms and purchase preference as per TEF clause 23.
- 13.3. Taxes, duties and levis are excluded for the purpose of ranking of price bids to determine L1 bidder.

14. WORK DONE CERTIFICATE:

- 14.1. WDC shall be prepared by the contractor for the completed activities and shall be certified by the executive of Finance-Taxation (not below the rank of Chief Manager). Payment shall be as per the quantities certified in WDC. User department shall release the work completion certificate within 3 days after the completion of work by contractor after each event.
- 14.2. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- 14.3. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
- 14.4. The successful Bidder/s (Contractor/s) would have to submit WDC as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

15. TERMS OF PAYMENT:

- 15.1. Payments for completed work will be made within 11 days of issue of consignee receipt cum acceptance certificate (CRAC) and on-line submission of Invoice unless otherwise specified in STC / ATC, also Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)) duly certified by executive of not below the rank of Chief manager of User department. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- 15.2. Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- 15.3. Alternate MSME vendor payment through TReDS:
 - 15.3.1. In order to address the financial needs of MSME firms, Gol has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At

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TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

- 15.3.2. MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- 15.3.3. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - 15.3.3.1. "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.
 - 15.3.3.2. "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 MsAshwathi Jayandran email id
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah email id prinyaka.shah@m1xchange.com
- 15.4. As per latest GST Rules, from 1st April 2021, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- 15.5. From 1st April 2021, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro and Small vendors who have Udyam Registration No. (URN) as their turnover is less than 5 Crs.**
- 15.6. Wherever GST is applicable as per para 15.5, 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**"
- 15.7. Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

16. MODIFICATION TO THE BID:

Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

17. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT): Not Applicable

18. GUARANTEE/WARRANTEE: Not Applicable

19. CARTEL FORMATION/POOL RATES:

In case the bidders are indulged in cartel formation/collusive bidding/bid rigging etc., such bids will be rejected at any stage of tendering and the bidders will be debarred for a period of two years from participation in the tenders including reporting the matter to trade associations, the Competition Commission or NSIC, etc., with a request to take suitable strong actions against such firms.

20. LIQUIDATED DAMAGES:

In cases of delay(s) attributable to the contractor over the defined completion period, the contractor shall pay liquidated damages, a sum of 0.5% (half per cent) per week or part thereof, of the delayed work subject to maximum of 5% of value of delayed work of package/ the schedule in each case.

21. TAXES:

- 21.1. 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.
- 21.2. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.

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- 21.3. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 21.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-I**)

22. LOADING CRITERIA:

Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation, over Non-ISO bidders, will be given preference. The loading criteria that will be adopted are detailed below & also as per Annexure-H.

- 22.1. It is desirable that the bidder accepts the Payment Terms indicated in clause 15 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)
- 22.2. For the additional time period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- 22.3. Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.
- 22.4. Deviations in respect of the period of Guarantee shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

23. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per revised Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B.E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

- 23.1. The terminology/ **definitions** used in the said order is as below:

- 23.1.1. "**Local content**" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
- 23.1.2. "**Class-I Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.
- 23.1.3. "**Class-II Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- 23.1.4. "**Non-Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
- 23.1.5. "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

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23.1.6. "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

23.2. Minimum local content:

23.2.1. The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

23.2.2. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

23.3. Declaration/ Verification of Local Content by Local Supplier:

23.3.1. Bidders should indicate the percentage of local content (ie value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.

23.3.2. The bidders shall provide a self-certificate, as per **Annexure-P**, giving the percentage of local content and location of local value addition.

23.3.3. Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

23.3.4. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

23.3.5. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

23.3.6. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

23.3.7. On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

23.4. Purchase Preference:

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23.4.1. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Sr.	Category	Terminology
a	Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
b	Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
c	Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
d	Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

23.4.2. Purchase preference shall be given to only "Class-I Local Supplier" (Non-Class I Local Supplier whether MSE or Non-MSE are not eligible for purchase preference) in procurements & MSEs as per PPP MSE Order 2012 in procurements undertaken in the manner specified in the succeeding sub-paras.

23.4.3. Both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference.

23.5. Contract placement:

23.5.1. Among all qualified bids, if L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.

23.5.2. If L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para 23.5.3 shall be followed.

23.5.3. If conditions mentioned in sub paras 23.5.1 and 23.5.2 above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order 2012 or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

23.5.3.1. If L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.

23.5.3.2. If L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.

23.5.4. After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Annexure-Q**) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

23.5.5. The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of **seven years from the date of completion of the contract** for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

23.6. Debarment of bidders / suppliers:

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- 23.6.1. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- 23.6.2. A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

NOTE: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017-REVISION DATED 16 SEP 2020 IS APPLICABLE FOR THIS TENDER

24. FREAK LOW QUOTES: Not applicable.

25. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):

25.1. Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference to MSE bidders shall be accorded as per para 23.4 & 23.5.

26. WORKING ON MDL HOLIDAYS:

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

27. QUALITY ASSURANCE PLAN (QAP): Not applicable.

28. The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

29. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

30. PARALLEL ORDER: Not applicable.

31. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023.

31.1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

31.2. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

31.3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

31.3.1. An entity incorporated, established or registered in such a country; or

31.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or

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- 31.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 31.3.4. An entity whose beneficial owner is situated in such a country; or
- 31.3.5. An Indian (or other) agent of such an entity; or
- 31.3.6. A natural person who is a citizen of such a country; or
- 31.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 31.4. The beneficial owner for the purpose of 31.2 above will be as under:
- 31.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation—
- 31.4.1.1. Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- 31.4.1.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
- 31.4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 31.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 31.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 31.4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 31.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 31.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 31.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 31.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

32. FREE ISSUE OF MATERIAL: Not Applicable

33. NON-DISCLOSURE AGREEMENT: Not applicable to this tender.

34. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by Shri R. R Kumar, ED(EY-PROD) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th Floor, D2 Building, EY or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23763512.

35. SITE VISIT:

35.1. Bidders shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.

35.2. Bidders are requested to visit MDL prior to uploading their bid. In this regard please contact following MDL Officials:

Sr.	MDL Official	Tel. no.	email
i	Rajesh Sasane, DM(F-Taxation)	02223762136	rvasasane@mazdock.com

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36. BREACH OF OBLIGATION:

36.1. 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,

36.1.1. Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity

36.1.2. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

37. RIGHTS RESERVED BY MDL:

37.1. MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder.

37.2. MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity.

37.3. In case the performance of the testing agency is not satisfactory, MDL reserves the right to cancel the order.

38. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

Conflict of Interest among Bidders/ Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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:

38.1. they have controlling partner (s) in common; or

38.2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

38.3. they have the same legal representative/agent for purposes of this bid; or

38.4. 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

38.5. 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.

38.6. 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 authorize only one agent/dealer. There can be only one bid from the following:

38.6.1. The principal manufacturer directly or through one Indian agent on his behalf; and

38.6.2. Indian/foreign agent on behalf of only one principal.

38.7. A 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;

38.8. 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

39. CANCELLATION OF ORDER:

39.1. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the

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Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

- 39.2. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.
- 39.3. In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.
40. In case of proper on-line filling of Acceptance Formats for SLA Acceptance Form and Standard Terms & Conditions of Contract (STACs), it shall be presumed that all our tender terms & conditions are acceptable to you.

We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.

**Yours faithfully,
For MAZAGON DOCK SHIPBUILDERSLIMITED,**

Navneet Kumar
(OUTSOURCING DEPARTMENT)

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexures:

Following documents, references & formats form a part of the ASLA/tender:

Annexure – A	SoW cum General Conditions of Contract
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Integrity Pact (Not applicable)
Annexure – D	QAP (Quality Assurance Plan). (Not applicable)
Annexure – E	Format for information of past orders. (Not applicable)
Annexure – F	MDL Bank account details for remittance of EMD/SD. (Not applicable)
Annexure – G	Non-Disclosure Agreement. (Not applicable)
Annexure – H	Illustrative format for loading factors for ranking of bids.
Annexure – I	GST Declaration
Annexure – J	(Tender Enquiry Form)TEF Acceptance / SLA Acceptance Format
Annexure – K	(Not applicable)
Annexure – L	(Not applicable)
Annexure – M	Standard Terms & Conditions
Annexure – N	Standard Terms & Conditions Acceptance Format.
Annexure – O	RTGS/ NEFT - Mandate Authorization Form
Annexure – P	Declaration Certificate For Local Content
Annexure – Q	Actual Local Content Certificate
Annexure – R	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – S	Proforma Bank Guarantee for Bid Bond/ EMD. (Not applicable)
Annexure – T	Declaration By Bidder Regarding Conflict of Interest
Annexure – U	List of duly filled documents to be uploaded.

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).

- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractors.
- 3) Loading Factor.
- 4) Procedure for entry passes.

FORMATS:

Available on MDL Website –www.mazdock.com / →Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-07 Order acceptance Format.
- 3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-A

A. SCOPE OF WORK CUM GENERAL CONDITIONS OF CONTRACT:

1. The scope of work for the Consultants shall be as follows:
 - a. To provide professional expertise on applicable GST acts/laws/rules/notifications, etc. to enable MDL to remain GST compliant Tax payer
 - b. To provide guidance, suggestions on new developments, best industry practices in GST or on any other matter related to GST
 - c. To provide a third party perspective on all issues involved and minimization of any disputable issues that may come up in future at the time of assessments
 - d. To provide weekly/monthly updates on GST law and case laws relevant to MDL.
 - e. to work collaboratively with MDL Management and suggest strategies to minimize GST impact on MDL with respect to the latest amendments in GST laws.
2. It will be necessary for the Consultants to ensure that the Annual Return Compliance carried out shall be strictly in accordance with the latest rules, standards and laws in existence.
3. This contract for GST Consultancy will be valid for three years from the placement of the PO. The contract will be terminated in case of non-satisfactory performance or any other reason with the sole discretion of MDL.
4. The Consultant firm is required to quote their professional fees on per month basis. The firm will make arrangement for transport & conveyance for them & their representatives and their quote will be inclusive of transport cost and out of pocket expenses if any. The representatives of firm are not insured by MDL. In case representatives of firm wish to bring in their own laptop, officers in Taxation department will inform security department about details of laptop on the basis of which security will be issued pass for laptop.
5. The representatives of the Consultant firm should follow the procedure of identification as per MDL policy. Entry passes would be issued to them on production of the following documents:
 -
 - i. Undertaking of the Consultant Firm i.e. Indemnity bond on firms' letterhead (indemnifying MDL for all consequences, injuries, hospitalization expenses & death) shall have to be executed by the firm.
 - ii. Intimation of Consultant firm about the particulars of Article/Employee as per format duly endorsed/recommended by an officer of Taxation department.
 - iii. Submission of photo identification by Article/Employee viz. Aadhaar Card/Pan Card/Driving license, etc.

Above procedure for identification of representatives is as per MDL policy and is to be continued in this tender also in lieu of police verification (Clause 440 of STACS).
6. The representatives of the Consultant firm, if deployed in MDL, can avail lunch facility in MDL in Officer's Mess on payment basis on all working days of MDL. The firm's representatives can also have snacks which is available in the evening in Officer's Mess on payment basis as per the rates applicable to MDL officers.

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7. Offer will be valid up to 120 days from tender closing date. Bid will be rejected if it is received after tender closing date & time. MDL reserves the right to cancel tendering process or any offer without prior intimation or providing any reason/justification.
8. Payment will be made within 11 days on submission of tax invoice after completion of each quarter against the submission of 3 Original Tax Invoices along with Work Completion Certificate duly certified by executive from Finance - Taxation Section not less than Chief Manager level. GST payable on the professional fees, if any, shall be paid by MDL at the prevailing rates. Income tax and GST will be deducted at source (IT & GST TDS) on the amount payable to the consultant as per the applicable Income Tax and GST Laws.

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-B

B. ILLUSTRATIVE RATE SHEET FORMAT:

Sr.	Description	Qty in months	Unit Rate	Total Value	GST%	HSN/SAC
1	GST Consultant for 1 st Year	12				
2	GST Consultant for 2 nd Year	12				
3	GST Consultant for 3 rd Year	12				
Total						

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

CONTACT NO.

EMAIL ID:

NOTE:

- This rate sheet is only for illustration purpose & for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.2 of TEF (Tender enquiry form).
- Prices are to be quoted in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

Illustrative Example of Blank rate sheet to be uploaded in Part-I.

Sl. No.	Item Description	Quantity	Units	Units Rate	Total	Type of Applicable Tax	Applicable Tax in Percentage	HSN Code
1	GST Consultant for 1st Year	12	Months	Quoted	Quoted	XY	AB%	123456
Total					Quoted			

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-H

H. LOADING FACTORS FOR RANKING OF BIDS: (Illustrative format)

A.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores
2	Add: insurance charges	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr. Nos. (1+2+3)

B. Loading due to variations in Financial Term.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
6	Variation in payment Terms		
7	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr. Nos. 5 + 6	

C. Loading on Account of deviations in following commercial terms

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
8	Security Deposit / Contract performance guarantee.		
9	Equipment Performance guarantee		
10	Additional delivery period sought over stipulated period as per Tender		
11	Additional time sought for supplying binding data.		
12	Liquidated damages per week rate / maximum ceiling		
13	Warranty / Guarantee		
14	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos.7 + 8 +9 + 10 +11+ 12 +13	

D. Landed Cost:

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
15	Taxes & Duties		
16	Landed C	Sr.Nos.14 + 15	

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Annexure-I

I. GST DECLARATION

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. . Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. 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 invoice 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, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. 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. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment 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.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e Basic + P&F + F&I).

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Annexure-J

J. TAF (TENDER ACCEPTANCE FORMAT) / ASLA ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5	Not Applicable	6	Not Applicable
7		8	
9		10	Not Applicable
11		12	
13		14	
15		16	
17	Not Applicable	18	Not Applicable
19		20	
21		22	
23		24	Not Applicable
25		26	
27	Not Applicable	28	
29		30	Not Applicable
31		32	Not Applicable
33	Not Applicable	34	
35		36	
37		38	
39		40	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

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Annexure-M

M. STANDARD TERMS & CONDITIONS (STACS)

101 The word '**Purchaser**' refers to MAZAGON DOCK LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

102 The word '**Contractor / Bidder**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

103 The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Supplier under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

201. Any letter, facsimile message, e-mail intimation or notice sent to the Contractor / Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same that the Purchaser has used in the tender enquiry.

250. INDEMNIFICATION

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

290. AGENTS / AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Contractor / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the

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Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / Bidder.

302. The Contractor / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Contractor / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Contractor / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Contractor / Bidder 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 use of undue Influence, the Contractor / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

352. ARBITRATION.

Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

353. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If

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disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

360. JURISDICTION OF COURTS

361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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Annexure-N

N. STANDARD TERMS & CONDITIONS (STACS) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
101		102	
103		200	
250		290	
300		350	
360			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Standard Terms & Conditions of Contract of the Tender (STACs) prior to filling up this acceptance format (available on MDL Web site)
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

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Annexure-O

O. RTGS / NEFT – MANDATE AUTHORIZATION FORM

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address	:	
	Fax No.		
	Telephone No.		
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

Date

Suppliers Seal

Authorized Signature of the suppliers

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date

Bank's Stamp

Authorized Signatories of Bank Officers

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Annexure-P

P. DECLARATION CERTIFICATE FOR LOCAL CONTENT

Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.

ISSUED BY:(Name of Firm):

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition
All		

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-Q

Q. ACTUAL LOCAL CONTENT CERTIFICATE

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

- (d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

- (e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

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Annexure-R

R. Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023.

(On bidder's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-T

T. DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

GeM Bid/Tender No.:.....

Dated:.....

- i. I have read the tender clause no. 38 regarding Conflict of Interest among Bidders/ Agents; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:

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Annexure-U

U. LIST OF DULY FILLED DOCUMENTS TO BE UPLOADED WITH PART 1

1. Annexure-B
2. Annexure-I
3. Annexure-J
4. Annexure-N
5. Annexure-O
6. Annexure-P
7. Annexure-R
8. Annexure-T
9. GST Certificate
10. Bidders Company Profile. (Exempted for permanent registered vendor.)
11. Bidders Shop & Establishment certificate or Certificate of Incorporation. (Exempted for permanent registered vendor.)
12. GST Certificate.
13. Latest UDYAM Certificate, if applicable.
14. Valid documents in support of TEF clause 8.1.