



**ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

**DEPARTMENT: OUTSOURCING**

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**MDL TENDER No.  
E-TENDER DATED**

**: GEM/2024/B/4838391  
: 08/04/2024**

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुल्य बोलि के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://Gem.gov.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

**MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS** from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GEM PORTAL for the following Scope of Work / Supplies, terms and conditions:

*Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.*



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### **Salient Features for Participating in (this) GeM-Tender:**

- 1. Submission of bids against GeM Tenders:** MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [<http://gem.gov.in>] for the following Scope of Work / Supplies, terms and conditions:
2. 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. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. 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.
3. 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.

**All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr Rajesh Dhruv, Assistant Manager (Planning-P17A) Tel. no.:022-23763290, email: [rdhruv@mazdock.com](mailto:rdhruv@mazdock.com) or Ms Alice Kurian, AGM(PMT-P17A), Tel. no.: 022 - 2376 3017, email: [abkurian@mazdock.com](mailto:abkurian@mazdock.com)**

- 1. Description of Work/Supplies/Services:** "Flushing of Hydraulic storage/circulating tanks of Diesel Engine, Reduction gear box of Y-12651".
- 2. Pre-Qualification Criteria:** The bidder is required to submit scanned copies of necessary documents as below to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary. "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. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer."
  - (i) Technical PQC: Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:
    - a) Three contracts/orders of similar completed services each of not less than Rs. 5.4 Lakhs. OR
    - b) Two contracts/orders of similar completed services each of not less than Rs.6.75 Lakhs. OR
    - c) One contract/order of similar completed services of not less than Rs. 10.80 Lakhs. OR
    - d) Cumulative completed services of similar nature of Rs. 6.75 Lakhs within a continuous span of 12 months.



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Similar Works: a) The contractor shall have an experience in execution of Hydraulic flushing.

b) The Contractor shall submit the copies of the Purchase orders and work completion certificates pertaining to executed work for hydraulic flushing.

(ii) Commercial PQC

a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2020, 2021 & 2022 should be Rs. 4 Lakhs, 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.

b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

Note: (c) The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.

(d) The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.

(e) The Work Completion Certificate shall contain following details:

(i) Particulars of the work and contract number and Date;

(ii) Original Contract Value;

(iii) Details of Growth of Work / amendments, if any;

(iv) Date of commencement of the work;

(v) Date of completion as per original contract agreement;

(vi) Actual date of completion;

(vii) Actual completion cost;

(viii) Extension of time, if any granted;

(ix) Defect liability period, if any;

### **3. Earnest Money Deposit (EMD): Not Applicable**

**4. Validity Period:** Bids / Offers shall have the validity period of **60 Days** from the tender closing date.

**5. Online Submission of offer in Two Bid System:** Offer must be submitted in two parts, Part – I (Techno-Commercial Bid) & Part – II (Price Bid) on the GEM PORTAL. **Offer in any other form will not be considered.**

**Techno-Commercial Bid Part-I:** This part should contain the following:

a)	General Conditions of Contract(GCC), ATC as per GeM, ADD. SLA acceptance in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
b)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
c)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.



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d)	Scanned image of valid GST Registration Certificate Acceptance of Standard Terms & Conditions of GST enclosed with this tender as per Enclosure-6
e)	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format of tender.
f)	Bidders / Vendors should upload scanned documents as per Para2 of this tender.
g)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
h)	The bidders have to give the undertaking as per cl.28 "Conflict of Interest among Bidders/Agents" along with part I bid
i)	Compliance of Public order on Restrictions under Rule 144 as per Enclosure-7

**Note:** i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for**, like signed & stamped copy of this Tender document, etc.

iii) The bidder is required to compulsorily state "ACCEPTED" or "DEVIATION" against the relevant Para no. /Clause no. of Add. SLA/STACS (as applicable). In case "DEVIATION" against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder by stating "QUOTED" or "NOT QUOTED" in Enclosure-2, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

**Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in GEM Portal. **Offer in any other form shall not be considered.**

### **6. Bid Rejection Criteria:**

(i) 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:

(a) Bids received after tender closing date and time.

(b) Bids received other than through e-portal (in case of e-tender).

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



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(ii) Following bid rejection criteria may render the bids Liable for Rejection: Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;

(a) Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

### **7. Bid Evaluation Criteria:**

- a. Techno-Commercially Qualified Lowest Bidder as evaluated by GeM will be considered for the placement of order for entire tender quantity in 60:40 ratios.
- b. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on GeM Portal.
- c. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling Enclosure 2.

### **8. Parallel Contract:**

- 8.1 Parallel order placement is applicable on 60:40 bases by work content.
- 8.2 MDL intends to award approx. 60% of work content to L1, subject to their capacity as assessed by MDL and balance 40% to the other bidder (willing to match the rates negotiated with L1) from amongst other bidders sequentially starting with L2, L3, L4 and so on, in that order of preference, subject to their capacity assessed by MDL. The work will be offloaded to such arrived parallel bidders, depending upon Project Schedule, priority and performance assessed by MDL. Hence, Line item wise quantity distribution may not be necessarily on 60:40 bases, amongst parallel contractors.
- 8.3 MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity and to run parallel contracts.
- 8.4 In case one of the parallel contractors is not able to meet the production rate requirement of his share, part of his share will be given to the other parallel contractor found suitable by MDL.
- 8.5 In the event of resultant single bid, MDL reserves the right to place order in part/full depending upon project schedule, priorities, etc. and after assessing the bidder's financial capabilities, etc. MDL's decision in this regard will be final and binding on the bidders. 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.

**9. Pricing:** The bidder shall quote the prices of all items and detailed scope of work as exhibited in Enclosure1. While quoting Bidder should also indicate GST%, CESS (wherever applicable) as per GEM RATE SHEET. The prices quoted shall remain firm and fixed during the tenure of the contract.

Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, FUEL, all incidental expenses etc. for entire scope of work.

MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.

**10. Price Escalation:** Price shall be firm & fixed during entire contract period. Price escalation is not applicable.



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**11. Contract Period:** The Contract will be for a period of 2 months (final dates will be informed) and may be extended for a further period of three months on mutual consent basis on the same terms and conditions. However exact date of start of work will be intimated two (02) days in advance.

Note: The contractor shall carry out the flushing and associated activities in any/ all the shifts as required by MDL including Saturdays, Sundays and Holidays.

However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, etc.

**12. Mobilization:** Subcontractor has to mobilize at site within 03 working days from the date of Purchase order and requirement projected by respective ships. During the mobilization period, sub-contractor has to arrange its entry passes.

Schedule of Work & Performance of measuring: The work will be released to the Subcontractor monthly by means of a written schedule prepared within overall contract period between Subcontractor and Ship Manager/ OIC (Not below the rank of CM). This monthly schedule will be strictly adhered for execution & same will be criteria for LD applicability. A hindrance register will be maintained by user dept. under the custody of CM & above Executive nominated by the user department.

When a particular job is over, WDC is to be obtained from MDL & WOT (Mbi) representatives. The WDC shall be certified by concerned MDL berth Executives in the capacity of CM & above.

Work Instruction, WDC along bills is to be submitted to Project Account Section for making the payment. The firm has to submit invoice along with cumulative statement of work executed and payment made.

### **13. TAXES & DUTIES:**

13.1 Following details are to be submitted by the bidders:

1. GST No.:
2. Type of dealer (composition/ Normal):
3. SAC/HSN NO.:
4. % of GST:

13.2 Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per **Enclosure-6**.

### **14. Terms of Payment: -**

- a) Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) for Online payment. On-line submission of Invoice unless otherwise specified, Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)/SAP service entry sheet duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- b) Work Completion Certificate Duly Certified by MDL.
- c) Certificate issued by MDL confirming that the work is completed in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from Contractor's invoice.
- d) The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time



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to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

- e) Wherever GST is applicable, payment will be released against eInvoice, 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 INR 5 crore as per GST Act".

**15. Site Visit for Quoting:** Prior to submission of your quotation, for any technical clarification if required bidders may contact Mr. Rajesh Dhruv / Mr. Pradeep Chaudhary, M (Planning P17A), MDL on Telephone No 2376 3109/3290.

**16. Modifications to the Bids:** - Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through GEM portal only and the last changed bid will be considered for ranking of the bids.

**17. Security Deposit (SD):** Successful bidder (Contractor) shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} @ 5 % of Order value (excluding Taxes, Duties, etc.) within 25 days from the date of intimation of the Order/Contract.

17.1. Mode of PS:

17.1.1. Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ Bank

Guarantee/ Insurance Security Bond / e-Bank Guarantee drawn in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Bidders to advise their bank/banker to send SD-BG directly to commercial department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

17.1.2. PS through NEFT- remittance through Bank: In case of online remittance of SD amount, scanned image of Annexure-G, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

17.1.3. SD though payment gateway on MDL website – Kindly refer steps given at Annexure-G.

17.2. In cases where the supplier / contractor has not submitted the PS (Performance security)

and already commenced supply / services, the PS amount could be withheld from the payable Invoice (s) of the Contractor, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the



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- relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- 17.3. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- 17.4. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.
- 17.5. In case completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 17.6. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD of the supplier (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 17.7. In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.

### **18. Performance Guarantee: Not Applicable**

- 19. Denial Clause:** (i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
- (ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
- (iii) But nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.

**20. Compliance to Purchase Preference to Make in India:** As per revised Public Procurement (Preference to Make in India) Order 2017 No. P45021/2/2017- B. E-II Dtd.16<sup>th</sup> 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:

20.1 The terminology/ definitions used in the said order is as below:

- (i) "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





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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.

(ii) "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

(iii) "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.

(iv) "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.

(v) "Margin of Purchase Preference" 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%.

(vi) "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.

(vii) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

<b>Category</b>	<b>Terminology</b>
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

### 20.2 Minimum local content:

(i) The minimum local content in the offer is to be not less than 20% for the present tender.

(ii) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

(ii) 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.

### 20.3 Declaration by Local Supplier:

(i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the 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



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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.

(ii) The bidders shall provide a self-certificate, as per Enclosure-10, giving the percentage of local content. In case of procurement for value in excess of Rs.10 Crores the bidder shall provide self-certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of supplier other than companies) giving percentage of local content.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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



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In the procurement of goods, services or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- (ii) 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 below Para shall be followed.
- (iii) If conditions mentioned 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 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:
  - A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
  - B. 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.

### 20.5 Debarment of bidders / suppliers:

- (i) 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.
- (ii) 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

### **21. Inspection: -**

Once the flushing process is completed to the satisfaction of WOT/inspection agencies, the firm is to restore all original setting, if adjusted during flushing process.

### **22. Liquidated damage (LD):** Time is the essence of a Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

accordance with the delivery schedule as indicated in schedule of work at Clause No. 4. of delivery terms & delivery schedule.

21.1. Time is the essence of a Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule as indicated in schedule of work at Clause No. 4. of delivery terms & delivery schedule.

21.2. Supervisor to co-ordinate, attend and resolve the issues/ complaints if any. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.

21.3. LD rate: A sum of 0.5% (half per cent) per day of the order value upto maximum of 5% of order value will be levied for in mobilization workforce, tools and equipment beyond one day from the date of intimation by the ship manager/ competent designated authority.

21.4. In case delay is not attributable to MDL beyond the agreed schedule, the contractor shall pay liquidated damages, a sum representing 0.5% (half Percent) per day or part thereof, subject to maximum of 5% of value of work package/the schedule in each case.

**23. Loading Criteria:** Not Applicable

**24. Freak low:** In case after opening of price bid, it is observed that L1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs.

**25. Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.

**26. Risk Purchase:** If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.

**27. Public Grievance Cell:** - A Public Grievance Cell headed by Shri. R R Kumar, GM(EY-PRODN) 4<sup>th</sup> Floor, D2 Building, East Yard, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00hours and 12.30hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3512.

**28. 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 anticompertitive practices to the detriment of MDL's



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

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:

- a) They have controlling partner(s) in common; OR
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; OR
- c) They have the same legal representative/agent for purposes of this bid; OR
- d) 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
- e) 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.
- f) 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:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal.
- g) 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;
- h) 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 bidders have to give the undertaking for above paras along with part I bid

### **29. Working on MDL Holidays:**

Subcontractor will have to deploy his manpower during normal yard working days i.e. Monday to Friday every day. In the event of work to be carried out on Saturdays / Sundays / MDL Yard Holidays and beyond midnight, one-day prior approval should be obtained from MDL authorities well in advance.

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

**30. Option Clause:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**31.** The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipments (PPEs), etc.

### **32. 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 (REFER ANNEXURE -G)**

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.

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.

3. "Bidder (or entity) 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

4 The beneficial owner for the purpose of 2 above will be as under:

- i. 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—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "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 shareholder's agreements or voting agreements;
- ii. 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;
- iii. 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



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- entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. 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;
  - v. 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.
- 5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - 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.
  - 7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
  - 8 If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

**33. BLACKLISTED/ DE-LISTED BIDDERS:** The bidder / supplier / contractor shall declare that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs

**34. Breach of Obligation Clause 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, Bidder has withdrawn/modified/amended /impaired/ derogated from the tender during the period of bid validity Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

**35. 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 another 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).

**36. Instructions to the Bidders:**

1. Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The contractor engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by contractors are not on their role as per statement submitted by him at Security.

2. The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

3. 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.

4. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Ms. Pallavi Vaidya, M(OTS), Tel. no. 23763082.

5. Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website [www.mazadock.in](http://www.mazadock.in)→Tenders→Shipbuilding Outsourcing → SB-OTS Notification

6. Bids received participation shall only be accepted. Bids submitted in any other mode will not be considered.

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

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

ROHIT BANSAL  
CM (Outsourcing)  
022-23763311

Enclosure -1	Scope of Work
Enclosure -2	Illustration of Rate Sheet Format
Enclosure -4	ADD.SLA Acceptance Form
Enclosure -5	GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT
Enclosure -6	Standard terms and conditions for GST compliance
Enclosure -7	Compliance of Public order on Restrictions under Rule 144
Enclosure -9	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content
Enclosure -10	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content after PO

**References:** Terms & Conditions (Available on MDL Website - [www.mazagondock.in](http://www.mazagondock.in) →Tenders →Shipbuilding→ Outsourcing

(1) Official Secrets Act 1923 (Extract)





**Scope of Work for Hydraulic Flushing activity for Y-12651**

**1) Technical Scope of Work:**

- i) The Hydraulic storage/circulating tanks required for Diesel Engine, Reduction gear box of Y-12651 are required to be flushed.
- ii) Flushing is carried out for OM 100/OM 33/OMD 113 oil to receive NAS – 9 and NAS 6. This includes hoses and fittings used in making loops and hooking up the suction and discharge hoses.
- iii) The Hydraulic system is to be flushed to NAS – 9 and NAS 6 cleanliness level. Flushing will be considered completed only when Laser Particle Counter's report indicating oil cleanliness level before and after Filtration reaches the desired NAS level.
- iv) The Firm is required to carry out connection, looping etc. from their equipment to the permanent Piping /connecting Hoses & Distribution block already installed onboard by MDL. All temporary fittings and flexible hoses suitable for the job are to be arranged by the firm.
- v) When the flushing process is completed, an oil sample is to be drawn from the system, for measuring particle contamination, to ensure that it conforms to NAS 6 and NAS 9. This process has to be completed within MDL yard premises. The firm is expected to get the necessary testing kit to MDL to speed up the process. If the report is satisfactory, the firm is to disconnect flushing hoses and re-install blanking caps on self-sealing couplings.

**2) MDL scope of work:** Following material/services will be given free of cost by MDL:

- a) Hydraulic oil OM 100/OM 33/OMD 113 required for flushing.
- b) Scaffolding material/staging for carrying out Flushing of hydraulic systems.
- c) Fresh water, Electric supply, Compressed Air, Crane facility for loading/unloading of material and for flushing.

**3) Contractor's Scope of Work:**

- i. Manpower required to carry out the work.
- ii. Any facility, tool tackles required to carry out the work.
- iii. Testing of oil to achieve desired NAS value
- iv. All machines/equipment with local panel, required to carry out the work as per the scope. (Suitable flushing skid/rig, oil filtration unit, Laser Particle Counter and fittings, hoses for looping the systems etc.)



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

- v. Tools like hoses, fittings, isolating valves, blanks, plastic caps, if required empty buckets, emery papers, dusters, cloth wastes to clean spill over oil etc are to be arranged by the contractor.
- vi. Safety and personnel protection equipment.
- vii. cleaning of spillover oil while flushing
- viii. All material and service, directly or indirectly required, to complete the job not specified in MDL's scope of supply mentioned.
- ix. Periodical cleaning of work place is absolutely essential to avoid clogging & damage to work place.
- x. The above work will have to be carried out in any/all the shifts as required by MDL including Saturdays, Sundays & Holidays. If required contractor has to work round the clock to complete the work on urgent basis for meeting the MDL's schedule of the ship. In such cases overtime / extra charges if any for the deployed workers shall be paid by the contractor
- xi. It is the firm's responsibility to get the documentary evidence to conform to the below mentioned standards, if required by the inspection agency.  
NAS details: - NAS 1638 standard.

**4) Work Completion Certificate (WCC) Issuing Authority:** On satisfactory completion of actual quantum of oil flushed and the WCC duly will be issued by an executive of the rank Chief Manager and above of Y-12651.



**ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**5) Responsibility Matrix**

<b>Sr No</b>	<b>Details of activity</b>	<b>MDL Responsibility</b>	<b>Contractor's Responsibility</b>
(a)	Issuance of Passes at MDL/MbPT	Yes	Yes
(b)	Payment required for passes if any	No	Yes
(b)	Skilled Manpower, required Equipment's, Tools & Tackles and other material required for flushing of the systems	No	Yes
(c)	Execution of the entire Flushing work to the satisfaction of the Inspection agencies.	No	Yes
(d)	Preparation of WDC & Certification after completion of the work	Yes	Yes
(e)	Testing kit with valid calibration certificate, documentary evidence of cleanliness standard achieved	No	Yes
(f)	Inspection	Yes	Yes



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**Enclosure-2**

**Rate Sheet  
(Illustrative)**

**RATE SHEET FOR Flushing of Hydraulic storage/circulating tanks of Diesel Engine, Reduction gear box of Y-12651**

<b>Sr No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate (Rs)</b>	<b>Total Cost in Rs (c*e)</b>	<b>Taxes</b>
a	b	c	d	e	f	
1	Flushing of storage/circulating tanks to achieve NAS-9	36240	L			
2	Flushing of storage /circulating tanks to achieve NAS-6	10000	L			
	<b>Total</b>					

Note: -

1. Taxes applicable will be extra payable by MDL.
2. All consumables required to be supplied by Subcontractor for undertaking job on site.
3. Payment will be made on actual work done based on WDC.
4. Your quote should be inclusive of all expenses except applicable tax.
5. L1 will be determined as per tender clause.
6. In case of any error in calculation w.r.t. column c & e. Unit rate of (Column 'e') will be considered for calculating the grand total to rank the bids for determination of L1.

This is only for illustration for the purpose of indicating tax, whether quoted / not quoted.

**BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.**



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**Enclosure-4**

### **ADD.SLA Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender No..... Date :-.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc./ Dev.		Acc./ Dev.		Acc./ Dev.		Acc. / Dev.
1		12		23		34	
2		13		24		35	
3	Not applicable	14		25			
4		15		26			
5		16		27			
6		17		28			
7		18		29			
8	Not applicable	19		30			
9		20		31			
10		21		32			
11		22	Not Applicable	33			

Company's Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

#### **NOTES:**

1. Bidders should carefully read the Terms & Conditions of the ADD.SLA prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
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.



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

### **Enclosure-5**

#### **GENERAL CONDITIONS OF CONTRACT (GCC)**

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees. The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process. The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor 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. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION (Applicable for Goods and Services) Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (c) Words in the singular include the plural and vice-versa.
- (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT (Applicable for Goods and Services) Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services)

3.1 Governing Laws and Jurisdiction

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

#### **4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS (Applicable for Goods and Services)**

(a) IPR Rights All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) Confidentiality All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) Secrecy If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

#### **(d) Obligations of the contractor**

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may be) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES (Applicable for Goods and Services) Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)  
Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

(i) Default in Performance and Obligations If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.





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(vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT (Applicable for Goods and Services) The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION (Applicable for Goods and Services) Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor 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 and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

14. CANCELLATION OF TENDER (Applicable for Goods and Services) The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. PURCHASER'S PROPERTY. (Applicable for Goods and Services) All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services) Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION (Applicable for Goods and Services) The Bidder / Supplier / Contractor, his employees, licences, 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, SubContractors / 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



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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.

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS (Applicable for Goods and Services) The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. SUBCONTRACT AND RIGHT OF PURCHASER (Applicable for Goods and Services) The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

21. PATENT RIGHTS (Applicable for Goods and Services) The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

22. AGENTS/AGENCY COMMISSION (Applicable for Goods and Services) The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods 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.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood



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and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS (Applicable for Goods and Services) The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services) MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services)

(a) 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 at HoS/HoD level.

(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.

(b) Arbitration (Applicable for Goods and Services) Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. 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 disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.



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29. JURISDICTION OF COURTS (Applicable for Goods and Services) 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.

38. FORCE MAJEURE(Applicable for Goods and Services) If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.



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**ENCLOSURE-5A**

**GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT**

To,  
Mazagon Dock Shipbuilders Limited

**Tender Enquiry No.....**

**Date:.....**

GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
1		14		27	
2		15		28	
3		16	Not applicable	29	
4		17		30	Not applicable
5		18		31	Not applicable
6	Not applicable	19		32	Not applicable
7	Not applicable	20		33	Not applicable
8		21		34	Not applicable
9		22		35	Not applicable
10		23		36	Not applicable
11	Not applicable	24		37	Not applicable
12	Not applicable	25		38	
13	Not applicable	26			

Company's Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:  
Date:  
Name:  
Designation:  
Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the General Conditions of contracts (GCC) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
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. GCC clause numbers shown in the above format also includes the sub-clauses under these clauses.



## **ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**Enclosure -6**

### **Standard Terms & Conditions for GST Compliance:**

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism
- III. Benefits from reduction in rate of tax/ITC is 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.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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).
- VIII. 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.
- IX. 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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**ENCLOSURE-7**

**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)

1. 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.
2. 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:



**ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**Enclosure-9**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs.10 Crores)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (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

**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:**  
**Seal / Stamp of Bidder**

**DATE:** \_\_\_\_\_





**ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

**ENCLOSURE-10**

**ACTUAL LOCAL CONTENT CERTIFICATE**

Note 1: This certificate shall be submitted by the successful bidder **post execution of the contract**. Note 2: In cases of PO / Contract value in excess of Rs. 10 Crores, the supplier shall provide this 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.

**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 has declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Imported content including all custom duties (%)	Bid price in percentage only, excluding net domestic indirect taxes (%)	Location of value addition

(c) I declare the following in respect of the goods/services/works delivered in terms of the above-specified PO / Contract

- (i) It contains the import content (including Customs duties) to the tune of --- Percent
- (ii) The relevant rate(s) of exchange against the appropriate currency used in execution of this PO / Contract are given in the table below:

Currency	Rates of exchange	Date of exchange rate
US Dollar		
Euro		
Others		

f) The local content calculated using the declaration given at the time of Bid, and the above rates of exchange is as under:

Tender Item Sr No	Local content calculated as above %	Imported Content including all custom duties (%)	Bid price in percentage only, excluding net domestic indirect taxes(%)	Location of value addition



**ADD.SLA FOR TENDER NO. GEM/2024/B/4838391**

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

(g) 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 04.06.2020 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.

(h) 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 04.06.2020.

**SIGNATURE:**

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**