ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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

1. SUBJECT:

"Renewal of Group Personal Accident Insurance Policy for the year 2024".

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

3. INSPECTION AGENCY: Not Applicable

4. CONTRACT VALIDITY & WORK SCHEDULE:

GPA Policy shall remain valid for **01.01.2024** to **31.12.2024**.

5. INTEGRITY PACT (IP): Not Applicable.

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

7. BID REJECTION CRITERIA:

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

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

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

7.2. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid **liable for rejection**.

8. QUALIFICATION CRITERIA: Not Applicable.

9. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **90** days from the tender closing date.

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

11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online:

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

11.1. **Common Documents to be uploaded:**

11.1.1. Scanned copies of Tender Enquiry (SLA) Acceptance Format & General Conditions of Contract of the Tender (GCCs) Acceptance format in the Prescribed Formats (**Annexures J & N**); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged.

11.1.2. Copy of blank Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed duly stamped & signed, should also be uploaded.

11.1.3. Signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-I**.

11.1.4. Scanned copy of tax and duties certificate for which they are registered.

11.1.5. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:

11.1.5.1. Micro Enterprises.

11.1.5.2. Small Enterprises.
11.1.5.3. ISO Accreditation.

11.1.6. **Annexure P**: Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.

11.1.7. **Annexure-R**: Restrictions under rule 144(xi) of general financial rules GFRs, (2017).

11.1.8. **Annexure-T**: Declaration by bidder Conflict of Interest Among Bidders/ Agents.

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

11.2.1. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

11.2.2. Bidders not registered with MDL should scan and upload the following document.

11.2.2.1. Scanned image of PAN card.
11.2.2.2. Company Profile
11.2.2.3. Shop & Establishment and Tax registration certificate as indicated in TEF clause 8.2.2.
11.2.2.4. GST registration certificate.
11.2.2.5. Track Record as per Format OTS-F-04 (available on MDL website).
11.2.2.6. Bank details for payment as per Format – OTS- F-12 (RTGS/ NEFT) (available on MDL website).

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

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

12. PRICING & ESCALATION:

12.1. Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.

12.2. Bidder shall quote their prices which will be inclusive of all factor. However, the applicable GST percentage will be indicated separately in the rate sheet.

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

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

13.1. Lowest bidder L-1 will be decided on the basis of overall quoted price (including taxes) for the entire tender quantity. Techno-Commercially Qualified overall Lowest Bidder (L1) will be considered for further processing for placement of order.

13.2. On-line Ranking visible to the bidders after opening part II (price) bid is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document.

14. CARTEL FORMATION/POOL RATES:

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

requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

15. TERMS OF PAYMENT:

15.1. Payment towards premium payable towards all Insurance Policies, will be made in 100% advance prior to commencement of Policy period, through RTGS/NEFT only.

15.2. As per latest GST Rules, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5 Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.

16. MODIFICATION TO THE BID:

Bidders 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 e-portal only and the last changed bid will be considered for ranking of the bids.

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

18. GUARANTEE/WARANTEE: Not applicable.

19. PERFORMANCE BANK GUARANTEE (PBG): Not applicable.

20. LIQUIDATED DAMAGES: Not applicable.

21. TAXES:

21.1. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.

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

21.3. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.

21.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-I**)

22. LOADING CRITERIA: Not applicable.

23. PURCHASE PREFERENCE TO MAKE IN INDIA:

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

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

23.1.1. "**Local content**" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

23.1.2. **"Class-I Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.

23.1.3. **"Class-II Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for"

Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.

23.1.4. "**Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

23.1.5. "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

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

23.2. **Minimum local content**:

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

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

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

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

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

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

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

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

23.3.6. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter

shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

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

23.4. **Purchase Preference**:

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

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

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

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

23.5. **Contract placement:**

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

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

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

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

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

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

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted

accountant (in respect of supplier other than companies) giving the percentage of local content.

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

23.6. **Debarment of bidders / suppliers:**

23.6.1. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

23.6.2. A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

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

24. FREAK LOW QUOTES: In case after opening of price bid of technically cleared firms, If 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. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 (i.e. (L2- L1) *100/L1) is 30% or more with reference to L1, then contract only placed after meeting held with L1 bidder to ascertain whether the quoted prices are "workable".

24.1. MDL reserves the right of part-ordering the services.

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

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

26. WORKING ON MDL HOLIDAYS: Not Applicable

27. 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.

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

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

30. PARALLEL ORDER: Not applicable.

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

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

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

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

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

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

31.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

31.3.4. An entity whose beneficial owner is situated in such a country; or

31.3.5. An Indian (or other) agent of such an entity; or

31.3.6. A natural person who is a citizen of such a country; or

31.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

31.4. The beneficial owner for the purpose of 31.2 above will be as under:

31.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

31.4.1.1. Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

31.4.1.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

31.4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

31.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

31.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

31.4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

31.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

31.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

31.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
31.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

32. FREE ISSUE OF MATERIAL: Not applicable to this tender.

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

34. PUBLIC GRIEVANCE CELL:

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

35. TECHNICAL CLARIFICATION BEFORE BIDDING:

35.1. Prior to submission of your quotation, bidders are requested understand the scope for any clarification is required bidders may contact Shri. Tushar Deshmukh, CM (HR-SBC) on Telephone No 2376 4167.

36. BREACH OF OBLIGATION:

36.1. In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,
  36.1.1. Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity
  36.1.2. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

37. RIGHTS RESERVED BY MDL:

37.1. MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder.
37.2. MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity.
37.3. In case the performance of the testing agency is not satisfactory, MDL reserves the right to cancel the order.

38. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

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

38.1. they have controlling partner (s) in common; or
38.2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
38.3. they have the same legal representative/agent for purposes of this bid; or
38.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
38.5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
38.6. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  38.6.1. The principal manufacturer directly or through one Indian agent on his behalf; and
  38.6.2. Indian/foreign agent on behalf of only one principal.
38.7. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

38.8. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

39. In case of proper on-line filling of Acceptance Formats for SLA Acceptance Form and General Conditions of Contract (GCCs), it shall be presumed that all our tender terms & conditions are acceptable to you.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERSLIMITED,

Navneet Kumar
(OUTSOURCING DEPARTMENT)

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexures:
Following documents, references & formats form a part of the SLA/tender:
This Part-A also include the following annexures:

Annexure – A	Scope of work.
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Bid Proposal Submission Form
Annexure – D	Not applicable
Annexure – E	Not applicable
Annexure – F	Not applicable
Annexure – G	Not applicable
Annexure – H	Not applicable
Annexure – I	GST Declaration
Annexure – J	(Tender Enquiry Form)TEF Acceptance format/ SLA Acceptance
Annexure – K	Not applicable
Annexure – L	Not applicable
Annexure – M	General Conditions Of Contract
Annexure – N	General Conditions Of Contract Acceptance Format.
Annexure – O	RTGS/ NEFT - Mandate Authorization Form
Annexure – P	Declaration Certificate For Local Content
Annexure – Q	Actual Local Content Certificate
Annexure – R	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – S	Confirmation of Compliance.
Annexure – T	Declaration By Bidder Regarding Conflict of Interest
Annexure – U	List of duly filled documents to be uploaded.

REFERENCES:
Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).
1) Official Secrets Act 1923.
2) Safety Code for Sub-Contractors.
3) Loading Factor.
4) Procedure for entry passes.

FORMATS:
Available on MDL Website –www.mazdock.com / →Work/Service Contracts.
1) OTS –F-04 Track record.
2) OTS –F-07 Order acceptance Format.
3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-A

A. SCOPE OF WORK:

Renewal Group Personal Accident (GPA) Policy for All Existing Employees of Mazagon Dock Shipbuilders Ltd (MDSL) for calendar year 2024

Sl. No.	Scope of Work
1	**MDL** intends to renew the existing **Regular GPA Policies** for all Employees & Managerial Personnel of MDL with Predetermined Capital Sum Insured **on Unnamed Basis** as detailed under **Schedule below with a built in provision to extend upto one year on pro rata basis.**
2	The Regular GPA Policy shall cover Death, Permanent Total disability (PTD), Permanent Partial Disability (PPD), Temporary Total Disability (TTD).
3	The compensation against Death, PTD, PPD & TTD shall be governed by Standard GPA Policy of PSU Insurer which are approved by IRDA. Permanent Total Disablement (PTD) & Permanent Partial Disablement (PPD) shall have the same meaning as defined under the Employee's Compensation Act, 1923.
4	The Coverage shall be for 24 hours' basis and worldwide cover subject however apprentices and outsourced persons will be covered during the period of Duty only.
5	The coverage shall also be applicable in the event of Terrorism Activities on Employees anywhere in the world.
	Additional Benefit: - (Free Cover) for Death & PTD only
6	**Education Grant** for one or more than one dependent child (up to 25yrs. of age) in the event of Death or permanent total disablement (PTD) of the insured due to accident,
7	**Carriage of Dead body:** In the event of death of the insured person due to accident as defined in the policy, outside his/her residence – funeral expenses of Rs.5,000/-
8	**Home Alteration and Vehicle Modification** only in case of Permanent Total Disablement and owned vehicle accessible by the insured Person etc. Consolidated Rs.50,000/-
9	**Ambulance services (to and fro)**: Ambulance charges for hospitalization in case of accidental injury of the insured person will be reimburse actual amount or Rs. 2,500/- whichever is lower.
	Other Terms & Conditions / information /Procedures etc.
10	Employees means all pay roll employee of MDL. However the apprentices and other outsource persons shall be covered on unnamed basis.
11	Monthly addition/ deletion of pay rolled employees will be informed to the insurer for issuing necessary endorsements and adjustment of premiums.
12	Bidders insurance agencies to confirm they have accepted all the above point nos. 1 to 9 above and submitted quoted covering all the above nine (9) points.
13	The bidders should submit their quotation considering all loading and Discounts and their offer should be firm and final.
14	The bidders should submit quotation as per the Price Bid Format for GPA Policy as appended below and Marked Annexure- B.
15	MDL shall pay premium amount for new policy in respect of insured personnel on behalf of the employees on a yearly basis. However, excess amount paid for subscription of employees due for retirement within the year shall be refunded within a month. Monthly deletion of separated employees will be informed to the insurer for issuing necessary endorsement and adjustment of premiums.
16	Payment of claims should be settled within a month from the date of submission of the complete claim documents.

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Schedule of Regular GPA Policy for all categories of employees of MDL				
Sub. Sl. No.	Designation /Cadre of Employees	No. of employees	Capital Sum Insured (CSI) per employee (Rs. In Lakhs)	Total CSI (Rs. In Lakhs)
1	CMD, Directors , ED & GM	25	30.00	750
2	AGM, DGM & CM	365	25.00	9125
3	Managers and Below	535	20.00	10700
4	Non- Executives including Fixed Term Contract	5500	20.00	110000
5	Apprentice & Other Outsourced Persons	650	1.00	650
	TOTAL	**7075**		131225

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-B

B. ILLUSTRATIVE RATE SHEET FORMAT:

Sr.	Coverage	Total number of employees'/ Person to be covered	Total Sum Insured in Lakhs (Rs)	Total Premium	GST%	Stamp Duty	HSN/SAC	Total including GST & Stamp Duty
1	GPA Insurance Policy for Year 2024	7075	1,31,225	**Indicate only whether Quoted / Not Quoted**		**Indicate only whether Quoted / Not Quoted**		**Indicate only whether Quoted / Not Quoted**

COMPANY'S NAME & ADDRESS:

_____

_____

_____

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:
CONTACT NO.
EMAIL ID:

NOTE:

i) This rate sheet is only for illustration purpose& for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.2 of TEF (Tender enquiry form).

ii) Prices are to be quoted in cover-2 online.

iii) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.

iv) Quantity shown is indicative. However, Payment shall be made as per actual work done.

v) An **illustrative example** of blank rate sheet to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

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

Sl. No.	Item Description	No. of person	Sum Insured	Premium	GST%	Stamp Duty	HSN	Total
1	GPA Policy for 2024	7075	1,31,225	Quoted	18%	Quoted	12345	Quoted

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-C

C. BID PROPOSAL SUBMISSION FORM

Bid Ref No. and Date ……

Bidder's Name and Address ……..

Person to be contacted – Name & Designation ……

Telephone No. ……..

To,
General Manager, OTS
Mazagon Dock Shipbuilders Ltd,
Dockyard Road, Mumbai-400 010.

Sub**:-** QUOTATION FOR INSURANCE COVER FOR GPA POLICY

Dear Sir,

1. We hereby propose to provide INSURANCE COVER FOR GPA POLICY as outlined in your bidding documents.
2. We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed Scope of Insurance Coverage along with Extensions and Exclusions and Excess with other conditions laid down by you and are fully aware of nature and scope of coverage required.
3. We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents and all our answers to the Technical Bid is in affirmative. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement specified in the bid documents.
4. The following documents are hereby furnished as per format provided in addition to other information as sought in bidding documents.
5. i) Scope of Work and terms & conditions
6. ii) Price Rate Sheet as per Annexure-B
7. We hereby confirm that our Price Bid is submitted as per the Price Schedule and in line with the requirement of bidding documents.
8. We declare that the Total Insurance Premium quoted in Indian Rupees on firm price basis for the entire Scope of Insurance Coverage as detailed in Bidding Documents.
9. We declare that the above quoted Total Premium is firm and shall not be subject to any variation for the entire period of the Insurance Cover which is 01 year. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid assignment.
10. Our Bid Proposal shall remain valid for acceptance for a period of 90 days from the date of opening of the Bid Proposal by MDL on……..

Date…… Signature…….....

Place….....

Name….....

Designation…….....

Seal….....

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-I

I. GST DECLARATION

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

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-J

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

NOTE:

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

Annexure-M

M. GCC

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. GENERAL

Unless otherwise indicated specifically by the bidder in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

2. MDL's RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS

MDL reserves the right to accept and or reject any or all tenders and or to withdraw the tender in and or award the contract / order in full or part to more than one Bidder 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.

3. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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.

4. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(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

(i) 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.

(ii) 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.

(iii) 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.

5. JURISDICTION OF COURTS

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

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ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-N

N. GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5			

COMPANY'S NAME & ADDRESS:
_____
_____
_____

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

NOTE:

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

Annexure-O

O. RTGS / NEFT – MANDATE AUTHORIZATION FORM

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010

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

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

Date **Suppliers Seal** **Authorized Signature of the suppliers**

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

Date **Bank's Stamp** **Authorized Signatories of Bank Officers**

Annexure-P

P. DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / TENDER No. ……
ISSUED BY:**(Name of Firm):** .....

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

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

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

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

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

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

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition
1		

Attach separate sheet duly signed if space is not sufficient
NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

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

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

SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

Annexure-Q

Q. ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company

Annexure-R

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

(On bidder's letter head)

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

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

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

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-S

S. CONFIRMATION OF COMPLIANCE.

The following needs to be signed by the Authorized signatory of the bidder with seal.

We have thoroughly read and understood the terms of reference/details of parameters of the insurance renewal as contained in this specification and confirm that we accept all the terms as stated therein.

NAME OF BIDDER

SIGNATURE
PLACE
DATE

COMPANYSEAL

Annexure-T

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

GeM Bid/Tender No.:…… Dated:……..

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

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

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

Annexure-U

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

1. Annexure-B
2. Annexure-C
3. Annexure-I
4. Annexure-J
5. Annexure-N
6. Annexure-O
7. Annexure-P
8. Annexure-R
9. Annexure-S
10. Annexure-T
11. GST Certificate