



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

**NOTE: -This is a Limited Tender. Only nominated vendor(s) is/are allowed to quote. Bidders who are not nominated, their bids will not be processed.**

1. **SUBJECT:** To Conduct External Safety Audit of 3 Factory Licenses of MDL viz.
  - a) Shipbuilding Division (North Yard, South Yard & SY Annex)
  - b) NHAVA Yard
  - c) Anik Chembur Yard
2. **SCOPE OF WORK:** Bidders are requested to refer Annexure-A for Scope of Work.
3. **CONTRACT VALIDITY & WORK SCHEDULE:** This contract shall be as under:

Tentative Start Date:	20.03.2026
Tentative End Date:	31.03.2026

4. **INTEGRITY PACT (IP):** Not applicable.
5. **EARNEST MONEY DEPOSIT (EMD):** Not applicable.
6. **QUALIFICATION CRITERIA:** 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 received after tender closing date and time.
- 7.1.2. Bids/Offer received other than GeM portal.
- 7.1.3. 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. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **60** days from the tender closing date.

#### 9. 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.

##### 9.1. Common Documents to be uploaded:

- 9.1.1. Copy of the Illustrative Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed item, should also be uploaded. **Bidders are required to indicate the applicable %age of GST & HSN.**
- 9.1.2. Scanned copies of Tender Enquiry Acceptance Format (TAF) & General Conditions of the Contract (GCC) 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.



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- 9.1.3. Signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-I**.
- 9.1.4. **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.
- 9.1.5. **Annexure-R:** Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
- 9.1.6. **Annexure-S:** Declaration by bidder Conflict of Interest Among Bidders/ Agents.
- 9.1.7. Valid and latest UDYAM Certificate.
- 9.1.8. Permanent Vendor Registration Certificate issued by MDL, if any.
- 9.1.9. GST registration certificate ([all pages](#)).
- 9.1.10. **Annexure-U:** [Check List](#).

**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):** As per GeM.

### 10. PRICING & ESCALATION:

- 10.1. Contract Price shall remain firm and fixed during the currency of order/contract execution.
- 10.2. Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs. However, the applicable GST percentage will be indicated separately in the rate sheet.
- 10.3. MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- 10.4. **OPTION CLAUSE:** MDL can increase or decrease the contract quantity or contract duration up to 50 percent at the time during the Contract Period (or the extended Contract Period) by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the Contract Period (or the extended Contract Period).
- 10.5. **Price Escalation:** Prices shall be firm & fixed during entire tenure of the contract. Price escalation is not applicable.

### 11. TAXES:

- 11.1. 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.
- 11.2. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 11.3. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 11.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer Annexure-I)

### 12. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:

- 12.1. Lowest bidder (L1 Bidder) will be determined on the basis of overall quoted value (excluding taxes). L1 bidder will be considered for further processing for placement of order in line with tender clause 23 (Purchase Preference to Make in India).
- 12.2. Taxes, duties and levies are excluded for the purpose of ranking of price bids to determine L1 bidder.



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**Note:** In case of any discrepancies observed in any Rate Sheets, or against each item and / or in Grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate sheets.

### 13. TERMS OF PAYMENT:

- 13.1. Payments for completed work will be made within 15 days for actual quantity of work executed and on submission documents as under:
  - 13.1.1. Signed Tax Invoice
  - 13.1.2. Work Completion Certificate / Service Entry Sheet certified by executive (not below the rank of Chief Manager) of user dept.  
(Note: 100% payment on submission of final Audit Report to DISH and its acceptance by DISH and MDL management.)
- 13.2. The vendor has to submit 3 copies (original + 2 copies) of above documents at Invoice Receipts Section.
- 13.3. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- 13.4. Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- 13.5. As per latest GST Rules, from 1st April 2023, 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.
- 13.6. Wherever GST is applicable as per above paras, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that "**We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**"
- 13.7. Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the contractor.

### 14. MODIFICATION TO THE BID:

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

### 15. PERFORMANCE SECURITY (PBG CUM SECURITY DEPOSIT):

- 15.1. The successful bidder (Contractor) shall submit Bank Guarantee for Performance Security (PBG cum SD) @ 5 % of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of intimation of the Order/Contract. Performance Security will be returned on successful completion of all contractual obligations of the supplier, including warranty obligations.
- 15.2. In case order is completed within 25 days from the date of order, PBG cum Security Deposit is not applicable.
- 15.3. The successful bidder (contractor) shall not be required to submit PBG in case the total value of the contract is less than Rs. 10 lakhs (excl. taxes)
- 15.4. Submission of Performance Security or (PBG cum SD) is exempted for Indian PSUs. In lieu, Indemnity Bond in favour of MDL is required to be submitted (Format of the same would be forwarded with the Order).
- 15.5. Please note that MDL does not extend any concession such as exemption in payment of Performance Security to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, etc.
- 15.6. The Performance Security (PBG cum SD) can be remitted directly to MDL Bank Account as per details given in **Annexure-F** of this tender. **Further, the bidder should specifically mention the details of company name as well as nature of remittance, Tender No./GeM Bid**



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- number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same.** The duly filled & signed copy of Annexure-F is to be submitted to OTS Department.
- 15.7. Performance Security (PBG cum SD) to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee/Insurance Surety Bond(ISB) drawn in favor of MAZAGON DOCKSHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. The BG should be valid up to **60 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 Outsourcing 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. The format of Bank Guarantee for SD (OTS-F-08) is available on MDL Website.
- 15.8. Any delay in submission of Performance Security (PBG cum SD) shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the Performance Security (PBG cum SD) amount for the delayed period. Additionally, in case of failure to submit Performance Security (PBG cum SD) within twenty-five (25) days from the date of intimation of the Order/Contract, the contractor may be disqualified / debarred from bidding against Mazagon Dock Shipbuilder Limited tenders in future and the Order would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order.
- 15.9. Additionally, Performance Security (PBG cum SD) amount could be withheld from the payable Invoice (s) of the Contractor, if any.
- 15.10. In case the 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 Performance Security (PBG cum SD) till such extended period. In case of failure to comply with such extension of the Bank Guarantee for Performance Security (PBG cum SD) by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 15.11. Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.
- 15.12. The Performance Security (PBG cum SD) will be returned /refunded to the Contractor, without interest, on successful execution of the Order.

**16. PARALLEL ORDER:** Not applicable

**17. WORK DONE CERTIFICATE:**

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

**18. LIQUIDATED DAMAGES:**

- 18.1. In case of delay, LD@0.5% per week subject to maximum of 5% of executed value shall be levied.

**19. GUARANTEE/WARRANTEE:** Not applicable.



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### 20. WORKING ON MDL HOLIDAYS:

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

### 21. 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:

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

- 21.1.1. "**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.
- 21.1.2. "**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.
- 21.1.3. "**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.
- 21.1.4. "**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.
- 21.1.5. "**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%.
- 21.1.6. "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.

21.2. **Minimum local content:**

- 21.2.1. 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%.
- 21.2.2. 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.
- 21.2.3. DPIIT vide OM No. P-45021/102/2019-BE-II-PaRT(1)(E-50310) dated 04 Mar 2021 has clarified that Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers.

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

- 21.3.1. 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



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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.

- 21.3.2. The bidders shall provide a certificate, as per **Annexure-P**, giving the percentage of local content and location of local value addition.
- 21.3.3. 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.
- 21.3.4. 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.
- 21.3.5. 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.
- 21.3.6. 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.
- 21.3.7. 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.

### 21.4. **Purchase Preference:**

- 21.4.1. 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"



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21.4.2. 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.

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

### 21.5. **Contract placement:**

21.5.1. Among all qualified bids, if L1 is “Class-I Local Supplier” or MSE, the contract for the 60% quantity will be awarded to L1. It shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced. Remaining quantities are awarded to other bidders who are willing to match rates of L1 in line with purchase preference as per PPP MSE order - 2012 & PPP MII order - 2017 issued and its amendments by Govt. of India.

21.5.2. If L1 is other than “Class-I Local Supplier”, then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for 60% quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price, then the “Class I Local Suppliers (L1+20%)” whose price falls within the margin of purchase preference under PPP MII Order 2017 will be invited to match the L1 price in the order of ranking of Class I Local Supplier and the contract for 60% quantity shall be awarded to such “Class-I Local Supplier” who first matches the L1 price. Remaining quantities are awarded to other bidders who are willing to match rates of L1 in line with purchase preference as per PPP MSE order - 2012 & PPP MII order - 2017 issued and its amendments by Govt. of India.

21.5.3. In case none of the “Class-I Local Supplier” or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I Local Supplier or MSE, the contract for 60% quantity may be awarded to the L1 bidder and remaining quantity to L2, L3, L4 .... L6 in sequence willing to match rates of L1 bidder.

21.5.4. After the contract is awarded and the supplies are completed, the supplier shall provide a “Local content certificate” 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.

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

21.5.6. 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.

21.6. **Parallel Contracts:** In case of parallel contracts Purchase Preference to MSE & Class I Suppliers shall be applicable in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 or amended thereon.

21.7. 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



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companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

21.8. 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.

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

21.9.1. 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.

21.9.2. 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**

**22. 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.**

22.1. 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.

22.2. "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.

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

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

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

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

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

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

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

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

22.4. The beneficial owner for the purpose of 22.2 above will be as under:

22.4.1. 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—

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



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- 22.4.1.2. "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;
- 22.4.2. 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;
- 22.4.3. 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;
- 22.4.4. 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;
- 22.4.5. 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.
- 22.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 22.6. 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.
- 22.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 22.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

### **23. CONFLICT OF INTEREST AMONG BIDDERS:**

- 23.1. Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the contract.
- 23.2. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:
- 23.2.1. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- 23.2.2. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
- 23.2.3. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- 23.2.4. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.



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## 24. BREACH OF OBLIGATION:

24.1. 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:

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

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

## 25. CARTEL FORMATION/POOL RATES:

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

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

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, 21.5 & 21.6. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy.

27. The bidder shall also abide to all statutory requirements, Official Secret Act 1923 (extract provided at **Annexure-H**), 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.

## 28. 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 4<sup>th</sup> Floor, D2 Building, EY or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23763512.

## 29. SITE VISIT:

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

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

Sr.	MDL Official	Tel. no.	email
i	Mr. Birender Singh Yadav, CM(SB)	022 2376 4147	<a href="mailto:byadav@mazdock.com">byadav@mazdock.com</a>
ii	Mr. Virendra Shukla, M(Safety-ACY)	7506704598	<a href="mailto:vshukla@mazdock.com">vshukla@mazdock.com</a>

## 30. RIGHTS RESERVED BY MDL:

30.1. 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.

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



## ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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

**31. CLAIMS BY FIRM:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.

**32.** 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.

**33.** In case of proper on-line filling of Acceptance Formats for Tender/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 SHIPBUILDERS LIMITED,**

Navneet Kumar  
(OUTSOURCING DEPARTMENT)



## ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

### Annexures:

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

<b>Annexure – A</b>	SoW
<b>Annexure – B</b>	Illustrative Rate sheet format.
<b>Annexure – C</b>	Integrity Pact (Not applicable)
<b>Annexure – D</b>	NIL
<b>Annexure – E</b>	NIL
<b>Annexure – F</b>	NIL
<b>Annexure – G</b>	NIL
<b>Annexure – H</b>	Extract of Official Secret Act, 1923.
<b>Annexure – I</b>	GST Declaration
<b>Annexure – J</b>	(Tender Enquiry Form)TEF Acceptance / SLA Acceptance Format
<b>Annexure – K</b>	NIL
<b>Annexure – L</b>	NIL
<b>Annexure – M</b>	General Conditions of the Contract (GCC)
<b>Annexure – N</b>	GCC Acceptance Format.
<b>Annexure – O</b>	NIL
<b>Annexure – P</b>	Declaration Certificate For Local Content
<b>Annexure – Q</b>	NIL
<b>Annexure – R</b>	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
<b>Annexure – S</b>	Declaration By Bidder Regarding Conflict of Interest
<b>Annexure – T</b>	List of duly filled documents to be uploaded.
<b>Annexure – U</b>	Check List

### REFERENCES:

Terms & Conditions (Available on MDL Website [www.mazagondock.in](http://www.mazagondock.in) →Work/Service Contracts or [www.mazagondock.in](http://www.mazagondock.in) → 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.mazagondock.in/](http://www.mazagondock.in/) →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:**

### **SCOPE OF WORK FOR EXTERNAL SAFETY AUDIT**

#### **1. Scope:**

- a) To conduct External Safety Audit of 03 Factory Licenses of M/s. Mazagon Dock Shipbuilders Ltd. i.e. (1) Shipbuilding Division (North Yard, South Yard & SY Annex), (2) NHAVA Yard & (3) Anik Chembur Yard.
- b) The Safety audit shall be carried out as per the standards laid down as IS 14489 latest in the Indian Standard Code of practice on occupational safety and health audit.
- c) List of Institution (Approved by DISH Authority) is attached.

#### **2. Sub-Contractors Scope**

- a) Conducting Safety Audit for M/s. Mazagon Dock Shipbuilders Limited, Mumbai-10, (i.e. (1) Shipbuilding Division (North Yard, South Yard & SY Annex), (2) NHAVA Yard & (3) Anik Chembur Yard broadly in line with BIS:14489-2018.
- b) A preliminary visit to the Factory premises, if required.
- c) Intimation to DISH office Mumbai, (Bandra & Belapur) Maharashtra for conducting the Safety Audit.
- d) Submission of final audit report to the DISH, Mumbai office (Bandra & Belapur) and MDL Management.
- e) Auditors have to make their own arrangement for travelling from their home/hotel to MDL and back.
- f) Auditors have to make their own arrangement for accommodation.

#### **3. MDL Scope**

- a) MDL will provide necessary office accommodation and lunch at no extra cost.
- b) Designation of MDL Safety Executive to co-ordinate all activities pertaining to Safety audit.

#### **4. Payments Terms:**

The payment against the performed audit will be made as below:

100% on submission of final audit report to DISH and its acceptance by DISH and MDL management.

#### **5. Additional terms:**

**If the final audit report is not accepted by DISH, Mumbai (Bandra & Belapur) and if asked by the DISH authority to re-audit the factory, the auditor have to perform all the necessary formalities for re-auditing and perform the audit of the factory within 3 days after receiving the intimation from DISH/MDL at no extra cost.**

*(Handwritten signature)*



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-B

## B. ILLUSTRATIVE RATE SHEET FORMAT:

(Kindly Indicate Quoted or Not Quoted only as this is an Illustrative Rate Sheet.)

Sr	Description	Quantity In Nos.	Rate w/o GST (Indicate Quoted or Not Quoted Only)	Amount w/o GST (Indicate Quoted or Not Quoted Only)	Applicable GST%
1	<b>External Safety Audit of MDL:</b> a. Shipbuilding Division (North Yard, South Yard and SY Annex) b. NHAVA Yard c. Anik Chembur Yard  (Bidder(s) are required to quote lumpsum price on GeM)	1	(Indicate Quoted or Not Quoted Only)	(Indicate Quoted or Not Quoted Only)	
Total:					

### Note:

- Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**, as per clause 9.1.3 of TEF (Tender enquiry form).
- Bidders shall upload the completely filled Annexure-B with **cover-1 online** in .pdf format.
- Bidder(s) **shall not consider ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT** as Price Bid. **Price Bid i.e., Lumpsum Price to be quoted on GeM separately.**
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet (Annexure-B) to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

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

Sl. No.	Item Description	Quantity	Units	Units Rate	Total	Applicable Tax in Percentage	HSN Code
1	XYZ.....	XX	Nos.	Quoted	Quoted	18%	123456
Total					Quoted		



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-H

## H. EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

(ILLUSTRATIVE FORMAT)

### **SECTION 2(B) : "PROHIBITED PLACE"**

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

### **SECTION 3 : "PENALTIES FOR SPYING"**

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

### **SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"**

If Any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

### **SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"**

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

### **SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"**

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

### **SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"**

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

### **SECTION 8 : "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

### **SECTION 9 : "INCITEMENT"**

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

### **SECTION 10 : "PENALTY FOR HARBOURING SPIES"**

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

### **SECTION 11 : "SEARCH WARRANTS"**

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.



# 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. ASLA/TENDER ACCEPTANCE FORMAT (TAF):

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

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

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.



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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. TENETS OF INTERPRETATION

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

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

##### 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



## ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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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 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

#### (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) 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.



## ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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(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.

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

### 5. PERMITS, APPROVALS AND LICENSES

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.

### 6. TRANSFER OF TITLE OF GOODS (Not Applicable)

(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

### 7. EXTENSION OF DELIVERY PERIOD (Not Applicable)

(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

#### (b) Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

#### (i) Liquidated Damages

MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

#### (ii) Denial Clause

(aa) No increases in price 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 incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and



## ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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**(ab)** Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

**(ac)** 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 any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

### **(c) Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

## **8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT**

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 subclause 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**



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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.
- (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

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warranty 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

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.

### 11. PRESERVATION AND MAINTENANCE (Not Applicable)

Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

### 12. FREIGHT AND INSURANCE. (Not Applicable)

#### (a) For Indigenous Bidders

Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

#### (b) For Foreign Bidders

For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.



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### **13. DEMURRAGE (Not Applicable)**

Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

### **14. CANCELLATION OF TENDER**

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.**

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.

### **16. REJECTION OF MATERIALS (Not Applicable)**

If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

### **17. RECOVERY-ADJUSTMENT PROVISIONS**

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**

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, Sub- Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

### **19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS**

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**

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



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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**

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**

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**

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**

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 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.



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## **25. EXPORT LICENCE (Not Applicable)**

The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

## **26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS**

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**

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**

### **(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.

## **29. 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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### **30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970** (Applicable for Services)

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

### **31. MINIMUM WAGES ACT**

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

### **32. BONUS ACT**

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

### **33. FACTORIES ACT**

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

### **34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.



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The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

### **35. EMPLOYEES' STATE INSURANCE ACT**

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

### **36. SAFETY**

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

### **37. POLICE VERIFICATION OF EMPLOYEES**

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working on-board ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

### **38. FORCE MAJEURE**

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



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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.

### **39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT**

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

#### **39.1 Corrupt practice**

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

#### **39.2 Fraudulent practice**

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

#### **39.3 Anti-competitive practice**

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

#### **39.4 Coercive practice**

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

#### **39.5 Conflict of interest**

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

#### **39.6 Obstructive practice**



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Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information

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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		6	Not applicable
7	Not applicable	8	
9		10	
11	Not applicable	12	Not applicable
13	Not applicable	14	
15		16	Not applicable
17		18	
19		20	
21		22	
23		24	
25	Not applicable	26	
27		28	
29		30	
31		32	
33		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 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.



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-P

## P. DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

**IN RESPECT OF BID / TENDER No.** .....

**ISSUED BY:(Name of Firm):** .....

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

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

**Seal / Stamp of Bidder**



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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Annexure-R

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

(On bidder's letter head)

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

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

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

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-S

## S. DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS

Bid/Tender No.:.....

Dated:.....

- i. I have read the tender clause no. 23 i.e. "CONFLICT OF INTEREST AMONG BIDDERS"; 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:



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

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Annexure-U

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

1. Annexure-B
2. Annexure-I
3. Annexure-J
4. Annexure-N
5. Annexure-P
6. Annexure-R
7. Annexure-S
8. Annexure-V
9. GST Certificate
10. GST Certificate (all pages).
11. Latest UDYAM Certificate.



# ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

Annexure-V

## V. CHECK LIST

Sr.	Required Documents	Description	Check Box
1	Annexure-B	Indicated Quoted / Not Quoted for all line items.	<input type="checkbox"/>
		Indicated Actual GST% & HSN	<input type="checkbox"/>
			<input type="checkbox"/>
2	Annexure-I	Signed & Stamped before uploading with Part-I bid	<input type="checkbox"/>
3	Annexure-J	Indicated "ACC" or "DEV" for all applicable case	<input type="checkbox"/>
		In case of "DEV", a deviation sheet is uploaded	<input type="checkbox"/>
		Signed & Stamped before uploading with Part-I bid	<input type="checkbox"/>
4	Annexure-N	Indicated "ACC" or "DEV" for all applicable case	<input type="checkbox"/>
		In case of "DEV", a deviation sheet is uploaded	<input type="checkbox"/>
		Signed & Stamped before uploading with Part-I bid	<input type="checkbox"/>
5	Annexure-P	Indicated Local Content %	<input type="checkbox"/>
		Indicated Location of Local Value Addition	<input type="checkbox"/>
6	Annexure-R	Indicated company name	<input type="checkbox"/>
		Signed & Stamped before uploading with Part-I bid	<input type="checkbox"/>
7	Annexure-S	Indicated company name	<input type="checkbox"/>
		Signed & Stamped before uploading with Part-I bid	<input type="checkbox"/>
8	Annexure-U	Checked all boxes before uploading	<input type="checkbox"/>
9		Uploaded latest valid UDYAM Certificate	<input type="checkbox"/>
10		Uploaded MDL Vendor Registration Certificate, if available	<input type="checkbox"/>
11		Uploaded Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).	<input type="checkbox"/>
12		Uploaded GST Certificate (all pages)	<input type="checkbox"/>
13		Thoroughly read all the tender terms & conditions including SoW and list of spares.	<input type="checkbox"/>