

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-08-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-08-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: vbwakchaure@mazdock.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - Repair Refurbishment of Porta Cabins
समान श्रेणी/Similar Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)
अनुबंध अवधि /Contract Period	3 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	750000
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	5

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Manager

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence
(Vijay Balchand Wakchaure)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	B. K. MARINE ENTERPRISES

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

rate sheet - [1786014898.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):[1786015420.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1786015490.pdf](#)

Scope of Work:[1786016062.pdf](#)

Payment Terms:[1786016071.pdf](#)

Custom Bid For Services - Repair Refurbishment Of Porta Cabins (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repair Refurbishment of Porta Cabins
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Mumbai	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to

50 percent with the consent of the service provider

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working

Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)



MAZAGON DOCK SHIPBUILDERS LIMITED
CIN: U35100MH1934GOI002079
(A Government of India Undertaking)
Dockyard Road, Mazgaon, Mumbai 400 010. INDIA
Certified – ISO 9001:2008 for Shipbuilding Division

DEPARTMENT: OUTSOURCING

Tel. No.: +91(022) 2376 3622 Fax: +91(022) 2376 3326.
E-mail: vkhanapure@mazdock.com Website: www.mazagondock.in

TENDER No.	: GEM/2026/B/7879557
TENDER DATED	: 05.08.2026
TENDER CLOSING DATE & TIME	: 13.08.2026 at 15:00 Hrs.
TENDER OPENING DATE & TIME	: 13.08.2026 at 15:30 Hrs.

Hiring Services for Repair / Refurbishment of Porta Cabins

Mazagon Dock Shipbuilders Limited invites on-line bid in SINGLE BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from Single nominated Vendor, on our e-procurement portal www.gem.gov.in, for the Work/Services as detailed in this tender document:

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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Important Notes

This is a Single Nominated Tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.

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

1. Submission of bids against GeM Tenders: MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE BID from M/s. B K Marine Enterprises in SINGLE BID SYSTEM on GeM (Government e Marketing) [<http://gem.gov.in>] for the following Scope of Work / Supplies, terms and conditions:
2. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last-minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
3. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.
4. Bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical and Commercial clarification, bidders are requested to contact the following executives:

Department	Name of Executives	Contact No	Email
Technical	Mr. Prakasan Kizhakkumbad, CM (P&PC – P75)	022-2376-33603	prakasank@mazdock.com
Commercial	Mr. V S Khanapure, DGM (OTS)	022-2376-3622	vkhanapure@mazdock.com



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

1. **SUBJECT:** E-tender enquiry for Hiring Services for Repair / Refurbishment of Porta Cabins of P75 from M/s. B K Marine Enterprises on single vendor nomination basis.
2. **Scope of Work (SoW):** The detailed Scope of Work (SoW) is attached herewith as **Annexure-A**
3. **INSPECTION:** User Dept. - IN
4. **CONTRACT VALIDITY & MOBILISATION:**
 - 4.1 **Contract Validity:**

The Order shall be valid till 31.12.2026 from the date of award of order. Any work released till the completion of contract shall be carried out by the contractor.
 - 4.2 **Mobilization:** 07 days from the date of placement of PO.
5. **QUALIFICATION CRITERIA:** Not Applicable to this tender
6. **BID REJECTION CRITERIA:**
 - 6.1 **Categorical Rejection Criteria:** Following bids shall be **categorically rejected** (The following condition / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. **Bidders to note that no opportunity will be provided to rectify these conditions / deviations post bid opening**):
 - 6.1.1 Offer of bidder other than Single Nominated Bidder.
 - 6.1.2 Bids received after tender closing date and time.
 - 6.1.3 Bids received other than through e-portal.
 - 6.1.4 Bidders who are debarred under PPP MII order 2017, GeM, CPPP Portals including tender holiday issued by MDL.
 - 6.2 **Liable for Rejection Criteria:** In case of bids received with deviations to tender terms other than non-negotiable conditions indicated at 5.1, and the bids received without sufficient documents, ambiguous and incomplete bids; MDL at its discretion and availability of time, may provide equal time & opportunity for submission of deficient techno-commercial documents and clarification to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids will be rejected.
7. **INTEGRITY PACT (IP):** Not Applicable to this tender
8. **EARNEST MONEY DEPOSIT (EMD):** Not Applicable to this tender
9. **VALIDITY PERIOD:**
 - a) Bids/ Offers shall have a validity period of 60 days from bid closing date.
 - b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day
 - c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically.
10. **PRE –BID CONFERENCE:** Not applicable to this tender.
11. **ONLINE SUBMISSION OF BID IN SINGLE BID SYSTEM:**

On-line Offer on the Government E Marketing Site GeM must be uploaded in Single bid system as appearing online. Offer in any other form will not be considered:

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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

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

11.1 Common Documents:

- 11.1.1 Bidder should also upload scanned copies of Additional Service Level Agreement (ASLA) and General Condition of Contract (GCC) acceptance format in the Prescribed Formats attached herewith (**Annexures D & E**); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (**Annexures D & E**), mentioning the deviation against the relevant ASLA clause no., failing which it will be construed that all clauses of ASLA, GCC's appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.
- 11.1.2 Copy of blank Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted', also indicating the percentage % of applicable taxes/duties against each of the listed duly stamped & signed, should also be uploaded.
- 11.1.3 Bidders should upload signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-F**.
- 11.1.4 Bidder should scan and upload Acceptance in firm's letterhead
 - 11.1.4.1 for Validity of Offer (ASLA Clause No. 8) & to extend the same on MDL request.
 - 11.1.4.2 for readiness to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
- 11.1.5 Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).
- 11.1.6 Copies of valid **UDYAM Registration** and Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
- 11.1.7 **Annexure C:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.
- 11.1.8 **Annexure H:** Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
- 11.1.9 Bidders not registered with MDL should scan and upload the following document.
 - a) RTGS/ NEFT - Mandate Authorization Form (**Annexure-G**)
 - b) Scanned image of PAN card.
 - c) Company Profile, Shop & Establishment
- 11.1.10 Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

Note 1: In any case, prices are not to be mentioned in Part-I bid.

Part-II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in GeM.

Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

Note:

- (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.

12. PRICING:

- i) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of GeM. Vendor has to mandatorily fill the **Annexure B**, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, and upload in Cover-1/Part 1 Bid.
- ii) Contract Price shall remain firm and fixed during the currency of order/contract execution. Price escalation is not applicable.
- iii) 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.
- iv) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- v) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.
- vi) Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.
- vii) The payment shall be based on actual work completed in line with tender terms and conditions

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

- 14. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:** Not applicable to this tender.

15. WORK DONE CERTIFICATE:

- 15.1 Work Completion Certificate/ SAP Entry Sheet will be issued by P&PC-P75 Executive of the rank CM & Above.
- 15.2 Following documents to be submitted by the contractor for issue of Work Completion Certificate:
 - 15.2.1 Acceptance Certificate issued by the Customer for material supplied and used.
 - 15.2.2 Work Done Certificate issued by the Customer for carrying out each service.
 - 15.2.3 Guarantee/ Warrantee Certificates for items where applicable.

16. TERMS OF PAYMENT:

- 16.1 Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of Invoice unless otherwise specified in STC / ATC, also Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC) duly certified by Chief Manager or above of MDL user dept. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 16.2 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- 16.3 The bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 16.4 Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in the certificate to invoke LD clause and effect recoveries from contractor's invoice.



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

16.5 Alternate MSME vendor payment through TReDS:

- 16.5.1 In order to address the financial needs of MSME firms, Govt has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- 16.5.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- 16.5.3 MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
- 16.5.3.1 "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id:- service@invoicemart.com.
- 16.5.3.2 "M1xchange" TReDS platform or by registering on it.
- 16.5.3.3 Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran.
email id: ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah.
email id prinyaka.shah@m1xchange.com
- 16.5.4 As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 10. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- 16.5.5 From 1st August 2023, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs. Small vendors who have Udyam Registration No, have to provide the self-declaration that their turnover is less than 5 Crs or they have to provide the e-invoice in case their turnover exceeds 5 Crs.**
- 16.5.6 Wherever GST is applicable as per para 15.5, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**" (from 1st August 2023- Turnover limit reduced to Rs. 5 Crs. from Rs. 10 Crs.)
- 16.5.7 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.
- 16.5.8 No advance in any manner will be paid against this contract.

17. **MODIFICATION:** Not applicable to this tender.

18. **PERFORMANCE SECURITY {PERFORMANCE BANK GUARANTEE (PBG) CUM SECURITY DEPOSIT (SD)} (PS):**

- 18.1 Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days from the date of intimation of the Order/Contract and the same should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 18.2 Please note that MDL does not extend any concession such as exemption in payment of Performance Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.
- 18.3 No interest will be paid on Performance Security. The performance security will be returned only after successful execution of the order and shall be interest free.
- 18.4 Mode of PS:
- 18.4.1 Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee/ Insurance Surety Bond for Performance Security / irrevocable Electronic Bank



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

- guarantee (e-BG)/ Structural Financial Messaging System Bank Guarantee (SFMS BG) in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website.
- 18.4.2 In case of Insurance Surety Bond for Performance Security, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.
- 18.4.3 Performance Security is to be furnished within 25 days after notification of the award of contract
- 18.5 In case of Performance security –BG/ Insurance Surety Bond for performance security, the same shall be valid for a period of 60 (sixty) days beyond the date of completion of contract. Bidder to advise their bank/banker to send performance security 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.
- 18.6 Performance security through NEFT- remittance through Bank: In case of online remittance of performance security amount, scanned image of **Annexure-G**, duly filled is to be uploaded along with tender. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- 18.7 Any delay in submission of performance security SD shall result into charging of interest by MDL on the Contractor, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- 18.8 In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, The EMD submitted by contractor will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 18.9 The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Return of Bid/ Performance Securities should be monitored by the senior officers and delays should be avoided.
- 18.10 In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 18.11 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.
- 18.12 No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers

BANK GUARANTEE (IMPORTANT NOTE):

The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) OR Structural Financial Messaging System Bank Guarantee (SFMS BG).

- 1) Mandatory Requirement: - Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
- 2) IFSC CODE: While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
- 3) Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

- 4) Stamp Paper/Franking Receipt: The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- 5) Receipt of SFMS BG The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. MDL's Bank) should reach to the designated MDL office on or before due date.
- 6) Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- 7) Non-Acceptance of BG: In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- 8) Amendment in BG: For any amendment of SFMS BG, message 767COV through SFMS should be used.

19. **GUARANTEE/WARRANTY:** Guarantee/ Warranty for the items supplied will be as per the respective manufacturers' terms & conditions. The bidder should furnish Guarantee/ Warranty of 12 months for the services carried out to the Customer.

20. **FREE ISSUE MATERIAL (FIM):** Not applicable to this tender.

21. **LIQUIDATED DAMAGES/ PENALTY:** Time is an essence of contract. Therefore, DNV shall depute surveyor at date, time and place mentioned by MDL. In cases of delay not attributable to MDL beyond the agreed schedule, LD shall be levied from the invoice@0.5%(Half percent) per week or part of thereof for the delayed work, subject to maximum of 5%

22. TAXES & DUTIES:

- 22.1. The items/service-wise rates quoted should be as per GeM rate sheet including Taxes and Duties.
- 22.2. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 22.3. Bidders are required to submit their ID with HSN number, along with documentary proof. MDL's GST ID is 27AAACM8029J1ZA.
- 22.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-F**)
- 22.5. IT-TDS & GST-TDS shall be deducted as per Govt. rules prevailing at the time of making payment.
- 22.6. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

23. **LOADING CRITERIA:** Not applicable to this tender.

24. DECLARATION FOR LOCAL CONTENT:

Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". **Annexure-C**

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

However, in cases of procurement for value in excess of Rs.10 Crores, the bidder shall provide a 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.

25. **PURCHASE PREFERENCE FOR MSEs:** Not applicable to this tender
26. **FREAK LOW BID:** Not applicable to this tender
27. **MODIFICATIONS TO THE BID:** Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.
28. **WORKING ON MDL HOLIDAYS:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
29. **BOOK EXAMINATION CLAUSE:** Not applicable to this tender.
30. **OFFSET POLICY:** Not applicable to this tender.
31. **EXCHANGE RATE VARIATION (ERV):** Not applicable to this tender.
32. **PARALLEL ORDER:** Not applicable to this tender.
33. **RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017). (REFER ANNEXURE -H):**
- 33.1 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.
- 33.2 "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.
- 33.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 33.4 The beneficial owner for the purpose of 30.2 above will be as under:
- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 33.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 33.6 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.
- 33.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
34. **NON-DISCLOSURE AGREEMENT:** Not Applicable to this tender.
35. **BREACH OF OBLIGATION:**
- 35.1 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;
- 35.2 Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- 35.3 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.
36. **PUBLIC GRIEVANCE CELL:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).
37. The contract will be governed by General Conditions of the contract and ATC of GeM, while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including General Conditions of the contract and ATC of GeM.
38. **NOT APPLICABLE.**
39. **SITE VISIT:**
Bidders may visit the actual site at MDL/ND before submitting the bid, 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.
Bidder to intimate one day prior to MDL vide e-mail for his plan for site visit. In this regard please contact following MDL Officials:
Mr. Prakasan Kizhakkumbad, CM (P&PC – P75) on Telephone No 022-2376 3603,
Email: prakasank@mazdock.com.



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

40. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** Not Applicable to this tender.
41. **CARTEL FORMATION/POOL RATES:** Not Applicable to this tender.
42. **WORKMEN SAFETY AND INSURANCE:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.
43. **CLAIMS BY FIRMS:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.
44. **RIGHT TO REJECT ANY OR ALL BIDS:**
MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
45. **CONTACTING MDL DURING THE EVALUATION:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
46. **CORRIGENDUM TO TENDER DOCUMENT:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
47. **TIE BREAKER:** Not applicable to tender
48. **PROGRESS MONITORING & REVIEW MECHANISM:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

49. DENIAL CLAUSE:

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

50. HINDRANCE REGISTER: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

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

52. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

The quoted rates shall not be less than the minimum wage fixed/notified by the State Government where service is performed and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be rejected. The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the MDL shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the MDL. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

53. INSTRUCTION TO BIDDERS:

- 53.1** Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 53.2** The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
- 53.3** Entry Pass for Contractors and their workmen: Bidders shall comply with the IN / "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazadock.in
→Tenders → Shipbuilding Outsourcing → SB-OTS Notification

- 53.4 In the event of placement of order on unregistered vendor, the firm shall apply for registration through Smt. Vaishali Gharat DGM, SR&R dept., Tel. No. 23763057, within one month from placement of order.
- 53.5 MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.
- 53.6 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/ subcontracted Inspection Agency/ Agencies.
- 53.7 In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 53.8 The Terms and Conditions stipulated in Add. SLA will supersede those in GeM GT&C in case of any conflicting provisions.
- 53.9 In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, GCC and ATC of GeM, it shall be presumed that all our tender terms & conditions are acceptable to you.
54. 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,

V S Khanapure
Deputy General Manager
(OUTSOURCING DEPARTMENT)



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexures

LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH THE BID:

Annexure - A	Scope of work.
Annexure - B	Blank Rate Sheet format.
Annexure - C	Declaration Certificate For Local Content
Annexure - D	Additional Service Level Agreement (ASLA) Acceptance format.
Annexure - E	GCC (General Conditions of Contract) Acceptance format
Annexure - F	GST terms & conditions
Annexure - G	RTGS/ NEFT - Mandate Authorization Form
Annexure - H	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure - I	Format of Bank Guarantee for Performance Security (PS) {Performance Bank Guarantee (PBG) cum Security Deposit (SD)}
Annexure - J	Official Secret Act 1923

References:

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

- 1) Standard Terms & Conditions (STACS).
- 2) General terms and condition
- 3) Official Secrets Act 1923.
- 4) Safety Code for Sub-Contractors.
- 5) Loading Factor.
- 6) Procedure for entry passes.

FORMATS:

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

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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure- A

Scope of Work (SoW)

Scope of Work for hiring of Services for Repair/ Refurbishment of Porta Cabins (02 Nos.)
Services for Porta Cabin No.1

Sr. no.	Description	Qty	Unit
1	Removal of old Wooden Flooring and Replacement with new Wooden Flooring with material supply. Size: 20'X10', Thickness: 18mm, Material: Waterproof Marine Ply	192	Sqft
2	Removal of old Carpet and Replacement with new Carpet with material supply. Size: 20'X10', Thickness: 3mm, Material: PVC	192	Sqft
3	Removal of old window Curtain and Replacement with new Window Curtain (Blind) with material supply. Size: 42"X40", Roller Blinds: HDPE Corded Roller Blind with 90% Sun Block, UV Protection Light Filtering, Water Resistance & Ivory Coloured	2	Nos
4	Removal of old Ceiling Fans and Replacement with new Ceiling Fans with material supply. Specification: Roto Grill Fan II Plastic 12" 300mm with 01 Year Warranty, 100% Copper Motor	3	Nos
5	Repair of Entrance Door with material supply. Size: 3 X 6.5 Ft, Includes Hinges Aldrop (SS) and replacement of Door Closure Arrangement.	1	Au
6	Removal of old Internal Paneling of the Porta Cabin and Replacement with new Internal Paneling with material supply. Material: ACP, Thickness 3-4mm, Colour: Light Grey	672	Sqft
7	Removal of old Electric Panel and Replacement with new Electric Panel with material supply. Type: 8-Modular Plate, 7-ways with Switches for Fan & Light (7 Switches of 6A Rating and One Indicator) Make: Anchor/Roma/Havells/GM/Great White/Legrand	1	Nos
8	Removal of old External MCB and Replacement with new MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/Roma/Havells/GM/Great white/Legrand	1	Nos
9	Removal of old Internal LED Tube-lights and Replacement with new LED Tube-lights of 20W-AC-220V with material supply. Make: Syska/Bajaj/Wipro/Phillips, Type: Surface Mounted	3	Nos
10	Removal of old LED Lights and Replacement with new LED Lights outside Entrance Door with material supply. Type- IP65,18W	1	Nos
11	Surface preparation and external painting of the Porta Cabin of Area 800 Sq. Ft. with Epoxy Primer and Primer Paint with material supply. Paint: Berger/Asian/Birla/Nerolac/Dulux	1	Au
12	Installation of Internal MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/ Roma/Havells/GM/Great White/Legrand	1	Nos
13	Installation of 1.5 Ton Split Air Conditioner with Material Supply (5-Star Rating, Convertible, 3-Year Warranty on Compressor) Make: Voltas/Carrier/Haier/Panasonic/Hitachi	1	Nos



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Services for Porta Cabin No.2

Sr. no.	Description	Qty	Unit
1	Removal of old Wooden Flooring and Replacement with new Wooden Flooring with material supply. Size: 20'X10', Thickness: 18mm, Material: Waterproof Marine Ply	192	Sqft
2	Removal of old Carpet and Replacement with new Carpet with material supply. Size: 20'X10', Thickness: 3mm, Material: PVC	192	Sqft
3	Removal of old window Curtain and Replacement with new Window Curtain (Blind) with material supply. Size: 42"X40", Roller Blinds: HDPE Corded Roller Blind with 90% Sun Block, UV Protection Light Filtering, Water Resistance & Ivory Colored	2	Nos
4	Removal of old Ceiling Fans and Replacement with new Ceiling Fans with material supply. Specification: Roto Grill Fan II Plastic 12" 300mm with 01 Year Warranty, 100% Copper Motor	3	Nos
5	Repair of Entrance Door with material supply. Size: 3 X 6.5 Ft, Includes Hinges Aldrop (SS) and replacement of Door Closure Arrangement.	1	Au
6	Removal of old Internal Paneling of the Porta Cabin and Replacement with new Internal Paneling with material supply. Material: ACP, Thickness 3-4mm, Colour: Light Grey	672	Sqft
7	Removal of old Electric Panel and Replacement with new Electric Panel with material supply. Type: 8-Modular Plate, 7-ways with Switches for Fan & Light (7 Switches of 6A Rating and One Indicator) Make: Anchor/Roma/Havells/GM/Great White/Legrand	1	Nos
8	Removal of old External MCB and Replacement with new MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/Roma/Havells/GM/Great white/Legrand	1	Nos
9	Removal of old Internal LED Tube-lights and Replacement with new LED Tube-lights of 20W-AC-220V with material supply. Make: Syska/Bajaj/Wipro/Phillips, Type: Surface Mounted	3	Nos
10	Removal of old LED Lights and Replacement with new LED Lights outside Entrance Door with material supply. Type- IP65,18W	1	Nos
11	Surface preparation and external painting of the Porta Cabin of Area 800 Sq. Ft. with Epoxy Primer and Primer Paint with material supply. Paint: Berger/Asian/Birla/Nerolac/Dulux	1	Au
12	Installation of Internal MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/ Roma/Havells/GM/Great White/Legrand	1	Nos
13	Fabrication of Metallic Structure with material supply: MS Base Plate Replacement on roof-top and floor). [Fabrication of Roof Top Plate with Welding and Patch Work at some parts inside the Porta Cabin]. Total Area: 450 Sq. Ft., Material: MS plates, MS L-Angel Bars etc.	1	AU
14	Water Proofing of Porta Cabin with material supply material supply. Material: Atactic Polypropylene (APP) membranes of Thickness: 3mm, Size: 20'X10', Total Area: 400 Sqft	1	AU
15	Installation of 1.5 Ton Split Air Conditioner with Material Supply (5-Star Rating, Convertible, 3-Year Warranty on Compressor) Make: Voltas/Carrier/Haier/Panasonic/Hitachi	1	NOS



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure- B

Rate Sheet for Services for Repair/ Refurbishment of Porta Cabins (02 Nos.)

Services for Porta Cabin No.1

Sr. no.	Description	Qty	Unit	Unit Rate	Total Cost
1	Removal of old Wooden Flooring and Replacement with new Wooden Flooring with material supply. Size: 20'X10', Thickness: 18mm, Material: Waterproof Marine Ply	192	Sqft		
2	Removal of old Carpet and Replacement with new Carpet with material supply. Size: 20'X10', Thickness: 3mm, Material: PVC	192	Sqft		
3	Removal of old window Curtain and Replacement with new Window Curtain (Blind) with material supply. Size: 42"X40", Roller Blinds: HDPE Corded Roller Blind with 90% Sun Block, UV Protection Light Filtering, Water Resistance & Ivory Coloured	2	Nos		
4	Removal of old Ceiling Fans and Replacement with new Ceiling Fans with material supply. Specification: Roto Grill Fan II Plastic 12" 300mm with 01 Year Warranty, 100% Copper Motor	3	Nos		
5	Repair of Entrance Door with material supply. Size: 3 X 6.5 Ft, Includes Hinges Aldrop (SS) and replacement of Door Closure Arrangement.	1	Au		
6	Removal of old Internal Paneling of the Porta Cabin and Replacement with new Internal Paneling with material supply. Material: ACP, Thickness 3-4mm, Colour: Light Grey	672	Sqft		
7	Removal of old Electric Panel and Replacement with new Electric Panel with material supply. Type: 8-Modular Plate, 7-ways with Switches for Fan & Light (7 Switches of 6A Rating and One Indicator) Make: Anchor/Roma/Havells/GM/Great White/Legrand	1	Nos		
8	Removal of old External MCB and Replacement with new MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/Roma/Havells/GM/Great white/Legrand	1	Nos		
9	Removal of old Internal LED Tube-lights and Replacement with new LED Tube-lights of 20W-AC-220V with material supply. Make: Syska/Bajaj/Wipro/Phillips, Type: Surface Mounted	3	Nos		
10	Removal of old LED Lights and Replacement with new LED Lights outside Entrance Door with material supply. Type- IP65,18W	1	Nos		
11	Surface preparation and external painting of the Porta Cabin of Area 800 Sq. Ft. with Epoxy Primer and Primer Paint with material supply. Paint: Berger/Asian/Birla/Nerolac/Dulux	1	Au		
12	Installation of Internal MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/ Roma/Havells/GM/Great White/Legrand	1	Nos		
13	Installation of 1.5 Ton Split Air Conditioner with Material Supply (5-Star Rating, Convertible, 3-Year Warranty on Compressor) Make: Voltas/Carrier/Haier/Panasonic/Hitachi	1	Nos		



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Services for Porta Cabin No.2

Sr. no.	Description	Qty	Unit	Unit Rate	Total Cost
1	Removal of old Wooden Flooring and Replacement with new Wooden Flooring with material supply. Size: 20'X10', Thickness: 18mm, Material: Waterproof Marine Ply	192	Sqft		
2	Removal of old Carpet and Replacement with new Carpet with material supply. Size: 20'X10', Thickness: 3mm, Material: PVC	192	Sqft		
3	Removal of old window Curtain and Replacement with new Window Curtain (Blind) with material supply. Size: 42"X40", Roller Blinds: HDPE Corded Roller Blind with 90% Sun Block, UV Protection Light Filtering, Water Resistance & Ivory Coloured	2	Nos		
4	Removal of old Ceiling Fans and Replacement with new Ceiling Fans with material supply. Specification: Roto Grill Fan II Plastic 12" 300mm with 01 Year Warranty, 100% Copper Motor	3	Nos		
5	Repair of Entrance Door with material supply. Size: 3 X 6.5 Ft, Includes Hinges Aldrop (SS) and replacement of Door Closure Arrangement.	1	Au		
6	Removal of old Internal Paneling of the Porta Cabin and Replacement with new Internal Paneling with material supply. Material: ACP, Thickness 3-4mm, Colour: Light Grey	672	Sqft		
7	Removal of old Electric Panel and Replacement with new Electric Panel with material supply. Type: 8-Modular Plate, 7-ways with Switches for Fan & Light (7 Switches of 6A Rating and One Indicator) Make: Anchor/Roma/Havells/GM/Great White/Legrand	1	Nos		
8	Removal of old External MCB and Replacement with new MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/Roma/Havells/GM/Great white/Legrand	1	Nos		
9	Removal of old Internal LED Tube-lights and Replacement with new LED Tube-lights of 20W-AC-220V with material supply. Make: Syska/Bajaj/Wipro/Phillips, Type: Surface Mounted	3	Nos		
10	Removal of old LED Lights and Replacement with new LED Lights outside Entrance Door with material supply. Type- IP65, 18W	1	Nos		
11	Surface preparation and external painting of the Porta Cabin of Area 800 Sq. Ft. with Epoxy Primer and Primer Paint with material supply. Paint: Berger/Asian/Birla/Nerolac/Dulux	1	Au		
12	Installation of Internal MCB of 32A, 2-Pole, 6 KVA Rating for Input Supply with material supply. Make: Anchor/ Roma/Havells/GM/Great White/Legrand	1	Nos		
13	Fabrication of Metallic Structure with material supply: MS Base Plate Replacement on roof-top and floor). [Fabrication of Roof Top Plate with Welding and Patch Work at some parts inside the Porta Cabin]. Total Area: 450 Sq. Ft., Material: MS plates, MS L-Angel Bars etc.	1	AU		
14	Water Proofing of Porta Cabin with material supply material supply. Material: Atactic Polypropylene (APP) membranes of Thickness: 3mm, Size: 20'X10', Total Area: 400 Sqft	1	AU		
15	Installation of 1.5 Ton Split Air Conditioner with Material Supply (5-Star Rating, Convertible, 3-Year Warranty on Compressor) Make: Voltas/Carrier/Haier/Panasonic/Hitachi	1	NOS		



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-C

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration must form part of tender & it contains general information and serves as a declaration form for bidder. (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 Line items		

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE:
Seal / Stamp of Bidder

DATE: _____



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-D

Additional Service Level Agreement (SLA) Acceptance format

To,
Mazagon Dock Shipbuilders Limited, Outsourcing Department.

Add. SLA CLAUSE No.	BIDDER'S REMARK	Add. SLA CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39		40	
41		42	
43		44	
45		46	
47		48	
49		50	
51		52	
53		54	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

- Bidders should carefully read the Terms & Conditions of the Standard Bidding Document (SBD) prior to filling up this acceptance format.
- This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-E

General Conditions of Contract (GCC) for Goods and Services

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 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.

1. Tenets of Interpretation (Applicable for Goods and Services):

- Unless where the context requires otherwise, throughout the contract:
- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
 - (ii) 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.
 - (iii) Words in the singular include the plural and vice-versa.
 - (iv) 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.
 - (v) 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.
 - (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
 - (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
 - (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
 - (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
 - (x) 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.
 - (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. Language of Contract (Applicable for Goods and Services):

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. Governing Laws and Jurisdiction (Applicable for Goods and Services):

3.1 Governing Laws and Jurisdiction:

- (i) 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.
- (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Confidentiality, Secrecy and IPR Rights (Applicable for Goods and Services):

- (i) **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.
- (ii) **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.
- (iii) **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.
- (iv) **Obligations of the contractor:**
 - a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
 - b) 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.
 - c) 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.
 - d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
 - (iii) 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
 - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
 - e) 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.
 - f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. Permits, Approvals and Licenses (Applicable for Goods and Services):

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

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 (Applicable for Goods):

- (i) 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, as the case may be, interim consignee. 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.
- (ii) 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 (Applicable for Goods):

- (i) 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.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 - a. **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.
 - b. **Denial Clause:**
 - (i) 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
 - (ii) 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.
 - (iii) 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.
- (iii) **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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

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 sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground 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 (Applicable for Goods and Services):

(i) 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 could 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 being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

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

c. **Terminations for Default:**

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

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

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

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

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

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

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

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



Additional Service Level Agreement (ASLA)

- (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 contracted within one year from the breach 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. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
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 proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. **Closure of Contract** (Applicable for Goods and Services):

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of 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** (Applicable for Goods and Services)

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

11. **Preservation and maintenance:** (Applicable for Goods)

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.** (Applicable for Goods)

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.

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.

13. **Demurrage (Applicable for Goods):** 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** (Applicable for Goods and Services)

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

15. **Purchaser's property.** (Applicable for Goods and Services)



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

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 (Applicable for Goods)

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: (Applicable for Goods and Services)

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. Indemnification (Applicable for Goods and Services):

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, 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: (Applicable for Goods and Services)

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. Subcontract and right of purchaser (Applicable for Goods and Services)

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

21. Patent rights (Applicable for Goods and Services)

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

22. Agents/Agency Commission : (Applicable for Goods and Services)

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has

**Additional Service Level Agreement (ASLA)**

engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. **Use of undue influence / corrupt practices** : (Applicable for Goods and Services)

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. **Immunity of Government of India clause**: (Applicable for Goods and Services)

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

25. **Export license** (Applicable for Goods and Services): 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**. (Applicable for Goods and Services).

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

27. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)

MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)

(a) Dispute resolution mechanism (DRM)

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.



Additional Service Level Agreement (ASLA)

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. **Jurisdiction of courts** (Applicable for Goods and Services)

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

30. **Contract Labor (regulation and abolition) act 1970** (Applicable for Services)

Contractor / Bidder shall obtain license under Section 12 and 13 of the Contract Labor (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 License under the Contract Labor (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 License is produced as and when demanded by the concerned authorities of Purchaser. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labor (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** (Applicable for Services)

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.



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

- 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** (Applicable for Services)
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** (Applicable for Services)
The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labor.
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** (Applicable for Services)
The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard
- under the Employees' Provident Funds and Miscellaneous Act, 1952,
 - under the Family Pension Scheme, and
 - 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.
- 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** (Applicable for Services)
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:**(Applicable for Goods & Services)



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

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 (Applicable for Services)

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 onboard 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. (Applicable for Goods and Services)

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

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



MAZAGON DOCK SHIPBUILDERS LTD.

OUTSOURCING DEPARTMENT

एकल बोली ई-निविदा: GEM/2026/B/7879557

Hiring Services for Repair / Refurbishment of Porta Cabins

Additional Service Level Agreement (ASLA)

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

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



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-E

GCC (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		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:

Bidders should carefully read the Terms & Conditions of the General Conditions of Contract_(GCC) prior to filling up this acceptance format. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table. 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.

Clause numbers shown in the above format also includes the sub-clauses under these clauses



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-F

TERMS RELATED TO TAXES (GST)

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).



RTGS Format
(ILLUSTRATIVE FORMAT)

[illegible][illegible]

--	--	--	--	--

[illegible]

Door No.							Street:												
Location :							District :												
City:							State					PIN							

[illegible][illegible][illegible][illegible][illegible]

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

[illegible]

Bank.



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-H

Format for Compliance Certificate w.r.t. Land Border Clause

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) 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.

3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country (strike out whichever is not applicable).** I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____
Seal / Stamp of Bidder

DATE: _____



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure-I

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 60 days from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this.....day of
.....

For Bank
(by its constituted attorney)

(Signature of a person authorised
to sign on behalf of "the Bank")



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
एकल बोली ई-निविदा: GEM/2026/B/7879557
Hiring Services for Repair / Refurbishment of Porta Cabins
Additional Service Level Agreement (ASLA)

Annexure -J

Official Secret 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.
- e) 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.