बिड संख्या/Bid Number: GEM/2026/B/7844199
दिनांक /Dated: 10-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-08-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-08-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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: buyer60.mdsl.mh@gembuyer.in
कुल मात्रा/Total Quantity	5
वस्तु श्रेणी /Item Category	Migration Service for TDPIS , 3D Experience license for migration at DND SDG , 3D experience license for migration at MDL , Hardware and Software for Migration at DND SDG , Hardware and Software for Migration at MDL
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Migration of Legacy Project Data from Windchill to 3D Experience platform with requisite Hardware and Software Infrastructure.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• data wall display
बीओक्यू शीर्षक /BOQ Title	Migration of Legacy Project Data
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	675 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation

बिड विवरण/**Bid Details**	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / **MSE Relaxation for Years Of Experience and Turnover**	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / **Startup Relaxation for Years Of Experience and Turnover**	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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?**	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
विगत प्रदर्शन /**Past Performance**	80 %
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
बिड का प्रकार/**Type of Bid**	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/**Primary product category**	Migration Service for TDPIS
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
Payment Timelines	Payments shall be made to the Seller within **25** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

बिड विवरण/Bid Details	
मूल्यांकन पद्धति/Evaluation Method	Group wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
GROUP -1 ईएमडी राशि/EMD Amount (In INR)	1000000
GROUP -2 ईएमडी राशि/EMD Amount (In INR)	1000000

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).	41

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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.

(d).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Company
Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010
(Mazagoan Dock Shipbuilders Limited)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes

मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder

Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
9. 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.
10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity

supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity
GROUP -1	Migration Service For Tdpis	Hiresh Vithalrao Wani	MAZAGON DOCK SHIPBUILDERS LIMITED, DOCKYARD ROAD, MUMBAI - 400010 400010	1
	3d Experience License For Migration At Dnd Sdg	Hiresh Vithalrao Wani	MAZAGON DOCK SHIPBUILDERS LIMITED, DOCKYARD ROAD, MUMBAI - 400010 400010	1
	3d Experience License For Migration At Mdl	Hiresh Vithalrao Wani	MAZAGON DOCK SHIPBUILDERS LIMITED, DOCKYARD ROAD, MUMBAI - 400010 400010	1
GROUP -2	Hardware And Software For Migration At Dnd Sdg	Hiresh Vithalrao Wani	MAZAGON DOCK SHIPBUILDERS LIMITED, DOCKYARD ROAD, MUMBAI - 400010 400010	1
	Hardware And Software For Migration At Mdl	Hiresh Vithalrao Wani	MAZAGON DOCK SHIPBUILDERS LIMITED, DOCKYARD ROAD, MUMBAI - 400010 400010	1

Migration Service For TDPIS

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	300

3D Experience License For Migration At DND SDG

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	90

3D Experience License For Migration At MDL

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	90

Hardware And Software For Migration At DND SDG

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	90

Hardware And Software For Migration At MDL

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	90

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

1. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   EAST YARD STORES
   MAZAGON DOCK SHIPBUILDERS LIMITED
   DOCKYARD ROAD
   MUMBAI
   PIN CODE 400010
   .

2. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

4. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

6. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Note:

   1) EMD amount:

   EMD amount for Group-I - Rs.10,00,000/-

   EMD amount for Group-II - Rs.10,00,000/-

   EMD amount for Group-I & Group-II together - Rs.10,00,000/- (Inplace of Rs.20,00,000/- as indicated in GeM bid)

   2) Turnover Details

   Groupwise Turnover is as below.

   Group-I - Rs.3,75,00,000/-

   Group-II - Rs.3,75,00,000/-

   Group-I & Group-II together - Rs.6,75,00,000/-

   3) Performance Security Bank Guarantee (PSBG)

   PSBG validity for Group-I is 24 Months

   PSBG Validity for Group-II is 41 Months

   4) Please refer ATC document for further details

   .

8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document 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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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 Limited
(Submarine Division)

GEM BID NO - GEM/2026/B/7844199

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE (ATC)

MAZAGON DOCK SHIPBUILDERS LTD. (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal for the following supply including services from **Indian Firms.**

This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal. BIDDER TO READ BID REJECTION CRITERIA CAREFULLY BEFORE SUBMITTING BID

SUB: - MIGRATION OF LEGACY PROJECT DATA FROM WINDCHILL TO 3D EXPERIENCE PLATFORM WITH REQUISITE HARDWARE AND SOFTWARE INFRASTRUCTURE

1.	**Description:** Migration of Legacy Project Data from Windchill to 3D Experience platform with requisite Hardware and Software Infrastructure. The detailed Scope of Supply / Service is attached as **Enclosure-1**.
2.	**Instructions to the bidder:** Bidder should submit all documents strictly through GeM Portal only.
3.	**Validity Period:** Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
4.	**Earnest Money Deposit (EMD) / Bid Security:** a) Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption. EMD is exempted for following cases: (i) State & Central Government of India Departments & Public Sector Undertakings. (ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption. (iii) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. In case of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s). (iv) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption. (v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP). (vi) The recognized institutes such as VJTI/IIT. (vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption. (viii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

	Note: Any other condition mentioned in GeM GT&C will also be considered for EMD exemption. b) Rate of Earnest Money Deposit The applicable EMD amount is **Rs. 10,00,000/-** Note: Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. c) Mode and form of EMD and action on receipt: In case of Indigenous bidders, EMD shall be obtained by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. Bidders should be encouraged to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. In case of foreign bidders, EMD shall be obtained by way of SWIFT / Bank Guarantee from bank of international repute or other banks. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date. Note: Format for Bank Guarantee for submission of EMD is placed at **Enclosure-12.**
5.	**Submission of offer: -** Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be uploaded with Techno-Commercial offer: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies / Service and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). ii) Bidder to submit TEF (**Enclosure-9**) & DEVIATION SHEET (**Enclosure-10**) of tender duly filled as ACC or DEV. iii) Bidder to submit Declaration of Local content as per **Enclosure-2 & 2a**. iv) Bidder to submit signed scanned copy of this complete document with Scope of Supply / Service as acceptance. v) Bidder to submit Integrity Pact signed on each page as per **Enclosure-3** vi) Bidder should be OEM or authorised partner of OEM. Bidder to provide Bid specific MAF (issued by OEM M/s Dassault Systemes) for supply of Licenses and execution of the migration from Windchill platform to existing platform of 3DExperience. vii) Prequalification & past experience documents as defined in Pre-qualification criteria. viii) Bidder to submit blank rate sheet clearly indicating quoted / Not quoted against each line item in tender rate sheet as per **Enclosure-4**. Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: kbane@mazdock.com, dgetme@mazdock.com
6.	**Pre-Qualification Documents & Criteria: -** **A) Technical Prequalification Criteria** **a. Group 1 (i.e., For Tender rate sheet Line item 100, 200 & 300)**

i. Bidder should be OEM or authorised partner of OEM. Bidder to provide Bid specific MAF (issued by OEM M/s Dassault Systemes) for supply of Licenses and execution of the migration from Windchill platform to existing platform of 3DExperience.

ii. The bidder should have supplied and installed 3D experience Software within last 3 years.

b. Group 2 (i.e., For tender rate sheet line item 400 & 500)

i. Bidder should be OEM/OEM authorized partner. Bidder to provide Bid specific MAF for Hardware (Servers, Backup infra, Switches, VC system, workstation) and other software like Database (oracle), from the OEM's indicated in the RFP.

ii. Bidder should have supplied and installed servers, backup infra, switches, VC system, workstations & oracle licenses within last 3 years.

B) Commercial Prequalification Criteria:

Groupwise Turnover requirement is as under.

i) GROUP-I

a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be **INR 3,75,00,000/-** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

ii) GROUP-II

a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be **INR 3,75,00,000/-** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

iii) GROUP-I & II

a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be **INR 6,75,00,000/-** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

Note:

1) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done.

	2) Bidder shall submit Turnover certificate along with audited balance sheet and profit and loss statement. 3) The concerned HoD or TNC has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. 4) Any relaxation in Turnover / Prior experience for MSMs / Start ups will be as per GeM terms & conditions.
7.	**Bid Rejection Criteria: -** Following criteria for rejection of the bids: **(A) Categorical Rejection:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening: (i) Bids received after tender closing date and time. (ii) Bids received through other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. (iv) Bids received without EMD (other than those who are exempted from payment of EMD). **(B) Liable for Rejection Criteria** (i) Bidders are required to submit deficient documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected. (ii) Bids received without Integrity Pact duly signed by the bidder on each page. Soft copy of Integrity pact to be uploaded with offer and original Integrity pact to be forwarded to HOD(Project-Commercial), 4th Floor, SSA workshop, Alcock Yard, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400010. (iii) Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer. In the tender, either the manufacturer or its authorised dealer can be considered as valid bidders. In case of large contracts, especially capital equipment, the manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected There can be only one bid from the following: (a) The principal manufacturer directly or through one Indian agent on his behalf; and (b) Indian/foreign agent on behalf of only one principal. (iv) Deviation sought to any tender terms & conditions such as Delivery period, Guarantee / Warrantee period, Payment terms, etc. which has direct or indirect financial implication is not acceptable as there is no loading criteria applicable for present tender and such offers are liable for rejection.
8.	Delivery/completion Period / Contract Period /Completion Schedule: Groupwise delivery period is as under:

Sr.	BOM	Delivery & implementation Timelines
100	Migration Service for TDPIS – MDL & DND (SDG)	PO Date + 40 Weeks
200	3D Exp license for Migration- DND SDG	PO Date + 12 Weeks
300	3D Exp license for Migration- MDL	PO Date + 12 Weeks
400	Hardware & software for Migration - DND SDG	PO Date + 12 Weeks
500	Hardware & Software for Migration - MDL	PO Date + 12 Weeks

e) The detailed scope of supply/work is placed at Enclosure-1.

	f) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract penalty / LD as per tender terms. Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of service in MDL. Bidder is requested to confirm the delivery/completion schedule in the offer. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. Penalty clause for services is detailed below under Liquidated damages clause.
9.	**Pricing:** a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid. b) Bidder shall quote the prices for supply / services indicated / listed in the GeM Bid enquiry. c) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties. Applicable taxes & duties if any to be indicated clearly in blank rate sheet of GeM Bid enquiry.
10.	**Taxes & Duties:** Firm shall clearly indicate applicable taxes & duties in their bid.
11.	**Terms of Payment:** No Advance payment is allowed. Part Delivery Part Payment allowed. (Firm shall do complete phase wise delivery) Payments shall be made to the seller within 15-20 days from date of acceptance of supply / service and on submission of documents as detailed below: A) For Sr. No. 200, 300, 400 & 500: - 100% payment shall be released on Post supply, installation, sign off of these items shall be provided by MDL and DND (SDG), These hardware and software to be supported under warranty as indicated in scope. Documents required for release of payment are as under. a) Original Invoice b) Sign off document issued by MDL(CIT) c) Signed GRN copy d) Warranty certificate B) For Sr. No. 100: - These are migration services at MDL and DND (SDG), Delhi, which includes migration of TDPIS data at both these locations and is a 1-time activity. The payment shall be in phased manner as mentioned below post certification of MDL 1.B.1. 40% of amount Migration Services (Sr.100) Payment on TDP Data Extraction (PO + 5 months) 1.B.2. Next 20% amount of Migration Services (Sr.100) Payment on MDL UAT and Go Live (PO + 8 months) 1.B.3. Remaining 40% amount of Migration Services (Sr.100) Payment on DND / SDG Migration Completion (PO + 10 months) Documents required for release of payment are as under. a) Original Invoice b) Work completion certificate from MDL (CIT)
12.	**Inspection/Work Certifying Agency:** For line items 200,300,400 & 500 – Sign off for respective line items shall be provided by MDL (CIT) and DND(SDG) separately. Final work completion shall be provided by MDL (CIT)

	For line item no.100 – Work completion certificate / SAP service entry sheet shall be provided by MDL(CIT)
13.	**Guarantee/ Warranty:** Line item No.200 & 300 – 01 year warranty from date of supply and activation of licences Line item No.400 & 500 – 03 years from date of supply to DND(SDG) & MDL
14.	**Performance Security (Performance Bank Guarantee cum Security Deposit):** a) Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved (**Enclosure-11**) by SBI / Canara Bank published on MDL website as per MDL standard format at **Enclosure-5** within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Non-submission or late submission of Security Deposit: (i) MDL may at their discretion cancel the order and invoke risk purchase clause. (ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter b) **Instruction for submission of Bank Guarantee:** The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG). While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used. Further, whenever a bidder submits SFMF 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. (ii) 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. (iii) 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. (iv) 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. (v) 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.

	(vi) 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. (vii) For any amendment of SFMS BG, message 767COV through SFMS should be used.
15.	**Land Border Clause:** GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids. A) 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 of bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per **Enclosure-6** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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. C) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above D) "Beneficial owner" for the purpose of above paragraph (C) 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(s), has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint the 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 (i) or (ii) or (iii) 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. D) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.
16.	**Integrity Pact:** The Integrity Pact essentially envisages the agreement between prospective venders/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those venders/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vender/bidders shall be categorical rejection criteria. The Bidder must accept and sign the "Integrity Pact" attached as **Enclosure-3**. Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him. Details of Independent External Monitor (IEMs) are as below: 1) Mr. M N Krishnamurthy, IPS (Retd) Email id: krishnamurthymn19@gmail.com 2) Mr. Deepak Kashyap, IRTS (Retd) Email id: deepakkashaypnd02@gmail.com IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive.
17.	**Breach of Obligation clause with respect to Bid submitted:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification, a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
18.	**Liquidated Damages:** Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered /unfinished portion of the order/ contract.
19.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
20.	**Non-Disclosure Agreement:** The bidder shall submit Non-Disclosure Agreement in enclosed Format (**Enclosure-7**) on Rs.500/- Non-Judicial Stamp paper immediately on receipt of tender information as the same is mandatory for handing over any technical documentation / Drawings or material classified in nature. The format for non-disclosure agreement is attached at **Enclosure-7**.
21.	**Book Examination Clause (BEC):** In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.
22.	**Statutory Requirement, Official Secret Act and Safety Clause:** Bidder shall abide statutory requirements, Official Secret Act 1923 and Safety Clause Refer **Enclosure-8**
23.	**Consignee:** Delivery shall be at 3 different locations,

	a) MDL (Mumbai), b) Far DR at ITI (Bengaluru) & c) DND SDG (DELHI) For MDL Mumbai (Sr 7.5 of scope)- The standard process of receiving the material and GRN entries shall be Created. Far DR at ITI (Bengaluru)(Sr.7.5 of scope) - 1 Server of the Sr No 7.5 shall be delivered to ITI Data Center Bengaluru. After the receipt of the Server at ITI Bengaluru the receipt shall be used to create GRN entries. For DND SDG Delhi (Sr.no 7.3)- The copy of the receipt of material from DND SDG shall be taken and the GRN entries shall be created in MDL. **Note**: For delivery of items at Bangalore & Delhi, firm shall coordinate with MDL (CIT Department). Contact Person: Mr. Kiran Bane, Deputy General Manager (DGM)
24.	**Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as contractor.
25.	**Public Grievance Cell:** A Public Grievance Cell headed by ED(Tech), Mr R.R.Kumar has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23723426 Extn. 3512
26.	**CONFIDENTIALITY, SECRECY AND IPR RIGHTS** (a) **IPR Rights** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose. (b) **Confidentiality** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract. (c) **Secrecy** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder. (d) **Obligations of the contractor** (i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract. (ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract. (iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to

	the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses. (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that: (aa) The contractor needs to share with the institution(s) participating in the financing of the contract; (ab) now or hereafter is or enters the public domain through no fault of Contractor; (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality. (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof. (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.
27.	**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).
28.	**Claims by firms:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.
29.	**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: **29.1 Corrupt practice** Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution. **29.2 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. **29.3 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. **29.4 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. **29.5 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. **29.6 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.

30.	**Limitation of Liability:** (a) **Cap on Liability:** The total liability of the Vendor/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed 100% of the total contract value. (b) **Exclusion 01 Certain Damages:** To the fullest extent permitted by applicable law, neither party shall be liable to the other för any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of Profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise. (c) **Exclusions (rom Cap on Liability):** The cap on liability shall not apply to: i) Liability arising from wilful misconduct, gross negligence or fraud by the Vendor/Supplier. ii) Breach of confidentiality obligations or infringement of intellectual property rights. iii) Indemnity obligations for third-party claims. iv) Non-compliance with applicable laws, regulations, or statutory obligations. v) Liquidated Damages expressly agreed upon by the parties. vi) Breach of obligations of Integrity Pact (IP). vii) Any other liability that cannot be limited or excluded under Applicable Law. **Mutuality:** The liability cap shall apply mutually to both parties unless otherwise agreed in writing.
31.	**Electronic Reverse Auction:** This GEM bid will be taken to reverse auction post technical evaluation on H1 elimination basis as per GEM terms & conditions.
32.	In case of any technical clarifications, bidder is requested to contact Mr. Kiran Bane, Email Id: kbane@mazdock.com before the closing date of the tender. **In addition to above clauses, the bid is further governed by GeM General Terms and Conditions (GT&C) and clauses mentioned in GeM GT&C will be applicable.** We look forward to receive your most competitive and reasonable offer against this tender.
	Yours faithfully, For MAZAGON DOCK SHIPBUILDERS LIMITED Devendra Getme, Manager (Commercial-EY) (Purchase Executive)

Enclosures

Enclosure-1: Scope of Supply / Work.
Enclosure-2: Declaration of Local content
Enclosure-2a: Actual Local content
Enclosure-3: Integrity Pact (IP)
Enclosure-4: Rate Sheet format
Enclosure-5: Format of Performance Bank Guarantee cum security
Enclosure-6: Declaration Certificate w.r.t Land Border Clause (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
Enclosure-7: Format for Non-Disclosure Agreement (NDA)
Enclosure-8: EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923
Enclosure-9
Enclosure-10
Enclosure-11: List of approved banks.
Enclosure-12: Proforma Bank Guarantee for Bid Bond / EMD

Enclosure-01

GEM BID NO - GEM/2026/B/7844199

TECHNICAL SPECIFICATIONS AND SCOPE

MIGRATION OF LEGACY PROJECT DATA FROM WINDCHILL TO 3DEXPERIENCE PLATFORM WITH REQUISITE HADRWARE AND SOFTWARE INFRASTRCUTURE

1. INTRODUCTION

1.1 Mazagon Dock Shipbuilders Limited (MDL) intends to migrate the legacy project data from Windchill by M/s PTC to existing 3DExperience by M/s M/s Dassault Systemes.

1.2 MDL currently holds M/s Dassault Systemes 3DEXPERIENCE Platform for Design, Engineering and Manufacturing of vessels. Thus, migration of old legacy data and maintaining on a single collaborative platform for all past and future projects to have digital continuity, fostering knowledge re-use.

1.3 This document covers the technical requirements for Supply, Installation, Migration, Customisation, Configuration, Testing and Commissioning of the legacy data in the 3DExperience Platform.

1.4 The scope contains the supply of requisite hardware, software & carry out Migration activity at both site MDL, Mumbai and DND (SDG), Delhi and its replication at MDL site.

1.5 The bidder shall not alter the scope of supply or any other aspect governed by this document, without specific concurrence from MDL.

1.6 Bidders shall assess the existing TDP system process and migrate the data with process mapping to the existing 3DEXPERIENCE platform and shall ensure that they facilitate the features mentioned in this document.

2. BACKGROUND

2.1 Project data is configured and deployed in Technical Data Packages (hereafter known as TDP) instances to manage procurement and Production deliverables.

2.2 Data in TDP shall be referred during and after delivery of vessels & also during maintenance of the vessels.

2.3 TDP has two instances,

2.3.1. One instance is used as a Product Data Management and used for referencing procurement and manufacturing deliverables &

2.3.2. Other instance is used for Quality Management to manage and upload the quality inspection protocols reports.

3. SCOPE OF WORK OVERVIEW

3.1 The bidder shall Supply, Install, Test, Commission, Configure, Customise, & Train any hardware/software/deliverable(s)/tool(s) and licence(s) either mentioned in the scope or required for executing the migration of the legacy data from Windchill platform to 3DExperience Platform at both user premises with latest release.

3.2 The bidder shall carry out the migration of data from existing Windchill platform to 3Dexperience in MDL. All the necessary tools (hardware and software) required for the migration purpose to be provided and deployed at MDL and DND (SDG) premises for carrying out the migration at both the locations.

3.3 The bidder has to carry out the configurations / reconfigurations of Planning, Quality and Production related activities at MDL site as per MDL's requirements.

3.4 The migration of the platform from Windchill platform to 3DExperience Platform to be completed within 10 months' post order placement at MDL and DND (SDG).

3.5 The bidder shall be responsible to create required Test / development and Production environment as deemed fit for the Migration of the data.

3.6 Post Migration of complete data at MDL Primary Site, the bidder shall provide methodology and assist to replicate the data at MDL DR sites. Bidder shall deliver hardware of the MDL DR sites at respective locations (i.e. Mumbai and Bengaluru), post confirmation with MDL.

3.7 Bidder to provide Hardware (Rack servers, switches etc. as per solution at MDL and DND (SDG) separately, required for functionality of software & migration process at Mumbai and Delhi.

3.8 Bidders must be provided with user technical and administrative and any other standard manuals that are required for their re-installation, configuration, operation and maintenance.

3.9 Bidder shall provide the access to online training material of OEM website till support period and shall also provide offline digital and printed training material.

3.10 Project Management and Governance

3.10.1 Detailed Project Plan: Submission of a comprehensive plan outlining all phases, tasks, milestones, and resource allocation.

3.10.2 Workshops and Requirements Gathering: Conduct detailed workshops with MDL's business process owners (Planning, Design, Production, Quality) to validate the functional and technical requirements.

3.10.3 Weekly Progress Reports: Submission of formal weekly status reports detailing progress, risks, issues, and mitigation plans.

3.11 Data Migration

3.11.1 **Data Analysis and Mapping:** A thorough analysis of the legacy Windchill data model, including custom types and attributes, to create a detailed mapping to the 3DEXPERIENCE data model. This includes mapping of all provided attributes.

3.11.2 **Data Cleansing and Validation Strategy:** Development of a strategy to identify and address data inconsistencies in the source system before migration. Any inconsistencies found to be discussed and clarified with MDL team.

3.11.3 **Technical Migration:** Execution of the data migration for all specified data volumes from both TDP instances:

- 3.11.3.1 Production Instance (PI)
  - 3.11.3.1.1 WTParts: 1.35 million (13.5 Lakhs)
  - 3.11.3.1.2 Documents: 650,000 (6.5 Lakhs) with associated 3D/2D files (.ol extension)
  - 3.11.3.1.3 Part & Document Links: 5.0 million (50 Lakhs) part usage links and 1.85 million (18.5 Lakhs) document usage links
  - 3.11.3.1.4 Baselines: 21,200 baselines and their relationships to parts and documents
- 3.11.3.2 Quality Instance (QI):
  - 3.11.3.2.1 Documents: 1.5 million (15 Lakhs)
  - 3.11.3.2.2 Document Links: 600,000 (6 Lakhs)

3.11.4 **Traceability Migration**: Ensure that all relationships between parts, documents, and baselines are preserved and accurately migrated. The Bidder must establish traceability between the migrated data from PI and QI based on the mapping provided by MDL.

3.11.5 **Iterative Migration and Dry Runs**: Perform at least one full dry-run migration to test the process, measure performance, and identify any errors before the final production cut-over.

3.12 3DEXPERIENCE Platform Configuration

3.12.1 **Product Structure Replication:** Configure the 3DEXPERIENCE platform with similar logical views of the vessel product structure: Construction, Functional, Geographical, Structural, and General. Any deviation to be approved by MDL team.

3.12.2 **Document Management:** Configure the platform to support the existing QA inspection process, including:

- 3.12.2.1 Mass upload functionality using a CSV file and a shared folder.
- 3.12.2.2 Replication of the document status lifecycle: Pending, Prepared, Under Analysis, and Accepted.
- 3.12.2.3 Configuration of a new change management process for documents, which was not available in the legacy system.

3.12.3 **User and Access Management:** Configure access controls and security settings for all migrated data, adhering to MDL's existing user base and security policies within the 3DEXPERIENCE platform.

3.12.4 **Data Tagging and Indexing**: Implement indexing capabilities for Full-Text Search based on the specified 6W tags: Who, When, What, Where, Why, and How.

3.13 Reporting and Visualization

3.13.1 **Reports Configuration:** Configure and re-engineer a total of 66 reports (each with HTML and CSV outputs) as listed in the document.

3.13.2 **3D/2D Visualization:** Enable the visualization of thumbnails and lightweight models of 2D and 3D files in the context of the product structure.

3.14 Testing, Training, and Support

3.14.1 **User Acceptance Testing (UAT):** Develop and execute a detailed UAT plan with MDL stakeholders to validate all migrated data, functionalities, and reports.

3.14.2 **Training:** Develop and deliver role-based training materials and sessions for MDL's end-users and administrators.

3.14.3 Bidder shall provide the access to online training material of OEM website till warranty period

3.14.4 Go-Live and Post-Implementation Support: Provide on-site Hypercare support for a period of [06 months] immediately following the go-live.

3.15 Project Governance and Roles and Responsibilities

3.15.1 **MDL's Responsibilities**: Appoint a Project Manager, technical support, and dedicated business process owners and users to support the project.

3.15.2 **DND (SDG)'s Responsibilities:** Appoint a nodal agency as Point of Contact (POC) for coordination with MDL and Bidder for entry and exit at DND (SDG), Delhi and for other accesses to support the project.

3.15.3 **Bidder's Responsibilities:** Assign a dedicated Project Manager, Solution Architect, Data Migration Specialist, and Technical Consultants.

3.15.4 **Project Management:** Regular status meetings, formal steering committee meetings, and a defined change management process for any scope adjustments.

3.16 **Deliverables**: The Bidder is required to provide the following deliverables:

3.16.1 Phase 1: Analysis & Design

- 3.16.1.1 Detailed Project Plan
- 3.16.1.2 System Analysis & Solution Design Document
- 3.16.1.3 Data Migration Strategy and Plan

3.16.2 Phase 2: Development & Configuration

- 3.16.2.1 Configured 3DEXPERIENCE environment for pilot testing
- 3.16.2.2 Customized report templates

3.16.3 Phase 3: Migration, Testing & Training

- 3.16.3.1 Pilot Migration Test Report
- 3.16.3.2 User Acceptance Test (UAT) Plan and Scripts
- 3.16.3.3 UAT Completion Report

3.16.4 **Training Plan and Materials** (user manuals, quick reference guides)

- 3.16.4.1 Training Completion Report

3.16.5 Phase 4: Deployment & Go-Live

- 3.16.5.1 Go-Live Plan

3.16.6 **Data Migration Completion Report**, including data validation results

- 3.16.6.1 Hypercare Support Plan

3.16.7 General

- 3.16.7.1 All necessary software manuals (user, technical, administrative).
- 3.16.7.2 Documentation of the installation, configuration, and UAT test cases.

4 OBJECTIVES

4.1 **Centralization:** Consolidate data from two separate TDP instances (Production and Quality) into one unified 3DEXPERIENCE environment.

4.2 **Digital Continuity**: Maintain traceability and integrity of legacy data and link it to current and future projects.

4.3 **Process Harmonization**: Replicate and enhance existing TDP business processes (e.g., Document Management, review management) within the 3DEXPERIENCE platform.

4.4 **Knowledge Reuse**: Facilitate easier access and reuse of historical data, including critical manufacturing and quality reports.

4.5 **User Adoption**: Leverage the existing team's familiarity with the 3DEXPERIENCE platform to ensure quick and seamless user adoption.

4.6 **Enhanced Functionality**: Implement new functionalities, such as advanced search capabilities, change management, and reporting, which were limited in the legacy system.

5 Technical Overview AS-IS

5.1 Background: The Project Data on Windchill platform has been deployed in two separate TDP instances (Production and Quality) as mentioned in succeeding para.

5.2 **Production Instance (PI):** The PI contains the data in a structured way for complete vessel which is divided in 5 different logical views. All represents different domain vessel structure and contains associated Procurement and manufacturing deliverables as enumerated below.

5.2.1 Structure View- The Structure view is configured as vessel BOM structure.

5.2.2 Construction View- This view is more of less same as Structure view, the only major difference between them is Construction view carries all Drawing details. This is the backbone of the Platform Data as it carries all Drawing details and reference for manufacturing of the Vessel. Each Unit of Construction view contains a submodule, set of parts or a part for either assembly or fabrication. This view maintains all required deliverable documentation for Manufacturing.

5.2.3 Geographical View- This view represents Block by Block view of the Platform. The entire Platform is subdivided into Section, Zone and rooms etc. Documents relevant to Construction and Procurement are organized as per said structure.

5.2.4 Functional view- This view is commonly known as System View or representation of the Integrated System/subsystem viz; electrical system, HVAC system, Hydraulic system, piping system etc. which configured across the different Geographic zone of the platform. Example: How cabling will be done in a particular room. There are components like electrical system, Air-conditioning system, piping system those requires to be configured in totality across the Geographical sections. The overall integrated representation of these systems is maintained in this view

5.2.5 General- This view holds the general documentation used across the vessel like Compliance doc, process documents, general guidelines etc.

5.3 **Quality Instance (QI):** The QI used by the quality team to upload all the relevant inspection protocols documents for the respective CL structure. Details are as below:

5.3.1 Quality team User has read/write access to manage quality document in the predefined containers.

5.3.2 Documents are primarily scanned protocol documents, which contains inspection results, user signatures (done during approvals), hand written notes etc.

5.3.3 Document containers are already available in the system with blank protocol documents.

5.3.4 Document containers are located in various folders. Folder structure is vessel wise Folders → Inspection Type wise folders.

5.3.5 There are roughly 81000 Protocol documents per vessel and such 6 vessels data is stored or managed on this instance

5.3.6 Document has a naming convention like X01_YY450-005_02, here X01 represents type of inspection, YY450-005 is the item number and 02 is vessel number.

5.3.7 Status is managed on document; MDL uses 4 statuses – pending, prepared, under analysis and accepted. By default, the status is pending. User can manually mark it as prepared. After the document is marked as prepared user can then mark the status as either under Analysis or accepted as per the procedures.

5.3.8 For users other than quality team have ready only access depending on the user right policy.

5.4 TDP Feature List with Site Admin view

5.4.1 Product Structure Management

5.4.2 Actions to view, maturity, tree structure of product, baseline attributes, alternate, substitutes, where used, related objects, spec doc, configuration of product

5.4.3 Folder Structure of product view
5.4.4 Basic Search – Search with object details available under product screen
5.4.5 Advance Search – All additional advance search features with required attribute filter
5.4.6 For each part that contains a product structure is viewed at the Thumbnail section of the Light weight model viewer.
5.4.7 Existing environment facilitates visualization of thumbnail lightweight view of 2D and 3D in context of product structure
5.4.8 There are 50 reports available in Instance 1(Production) & 16 Reports available in Instance 2(Quality).
5.4.9 Reports are related to retrieving the data and showing the same in HTML format or exporting in CSV format.
5.4.10 No directed connection between PI and QI.
5.4.11 No Integration with external systems exists.

5.5 **Infrastructure:** The AS-IS platform is hosted on M/s PTC Windchill platform on Sun Solaris operating system with Oracle database at backend. The detail and version of AS-IS infrastructure in enumerated as follows:
5.5.1 Windchill PDM Link 9.0.20
5.5.2 PDMlink 9.0.20.06
5.5.3 Product view standard viz pview 9.0.20.11
5.5.4 Windchill services wnc, InfoE, InfoR modeler on 9.0.20.06
5.5.5 Oracle DB version 10G R2

5.6 **Content of the Legacy Data:** The approximate legacy data on Windchill platform
5.6.1 **PI content:** The PI contains Product, Library, Part, Documents and reports
5.6.1.1 Document - 6.5 lakh with 3D file .ol extension files
5.6.1.2 Document usage link- 18.5lakh
5.6.1.3 WTPart 13.5Lakh
5.6.1.4 Part Usage links - 50Lakh
5.6.1.5 TDD CAD data- 170 GB
5.6.2 **QI Content:** The QI contains only library of scanned documents i.e., Inspection / Certificate of Conformity (CoC)
5.6.2.1 Document-15Lakhs
5.6.2.2 Document usage link- 6lakh
5.6.2.3 WTParts-00

5.7 Volumes of existing environment
5.7.1 Bidder to consider following approximate Training Data volume for Migration

Sr	**Volume in Training Environment**	**Numbers**
5	Parts (Unique) Master	330508
5	Documents (Unique) Master	258818
5	Documents (Version/Iteration)	665470
5	Baselines (Both POS and COS)	21200
5	Baselines to Part Rel	2944000
5	Baselines to Document Rel	2003000
5	Part Relations.	4969410
5	Part Document Relations. (ref Link) Part and document Master	1997616
5	Part Document relation (One-One) Revise changes	268564
5	Derived attachment (Thumbnail	394635
5	Parts (Versions Iterations)	1312427
5	Views (DA and DO view) for Part views. (engineering + Change creates a view)	2
5	Unique Master Type Definition	113
5	Derived Type Definition	340
5	Sub Types (Starts with TDP)	144
5	Parts	48

5	Documents	30
5	Baseline	2
5	No of Products Containers P52	1
5	P52 Part Iterations End Items	45
5	Library	5
5	P52 Part Iterations End Items	45
5	Other End Items (P52_GEO, P52_CON, P53_STR, P52_DES, P52_FUN)	0
5	Library	5

5.7.2 Below are the approximate Custom and standard attributes of existing Windchill environment. Custom attributes are MDL specific implementations. The target TDP (PLM) System must implement these custom attributes or map to the existing standard attributes to achieve the existing functionality

	Attributes both Standard and Customization	**Numbers**
5	String	133
5	Decimal	10
5	Boolean	18
5	Float	26
5	Timestamp	11
5	Customer sub types	133
5	Total documents with version and iterations	6,65,470
5	Custom Documents	30
5	Custom Parts	48
5	Type master	113
5	Custom types	144
5	Custom types and OOTB Types together	340
5	Total Product	1
5	Total Library	5

5.8 **User management:** On PI, all users have read only access whereas on the QI, the Quality team have read-write access while other select users with read-only access. In AS-IS Legacy data there are close to 100 users including 02 Admin access user and other user with basic access and full access.

5.9 **Key Functionality:** There are no workflows or active lifecycle of objects in existing TDP environment and no mail notifications neither sharing of data outside MDL network configured. To manage all the data, user can perform actions on platform according to the defined users' rights with functionalities that allows the users:

5.9.1 To navigate within 5 different logical views of PI in a structured way for complete vessel (Structure, Construction, Geographical, Functional, General).

5.9.2 To refer electronic documents like Pdf, Excel, Cad Drawing, 3D Mock-up for visualisations, pipe bending machine input file (*.tob, *.ol file etc)

5.9.3 To search for documents, for parts viz; identification number, document types etc

5.9.4 To raise Problem Reports / Non conformance

5.9.5 Thumbnail to display the related images for the part and to open parts in 3D viewer. Light weight model information is available in Part BOM structure for better visualization

5.9.6 To manage Inspections processes (Inspection request, Inspection Templates)

5.9.7 Document management

5.9.8 Product structure Management (Only BOM, no specifications/files)

5.9.9 Library management

5.9.10 To generate standard and dedicated reports from set of custom reports – 50 reports available in Instance 1(Production) & 16 Reports available in Instance 2 (Quality). Reports are used as site Admin user reports by Administrators or by all regular named users based on the usage of the report

5.9.11 QA inspection document process is done using upload and update access by limited users on Instance 2 (Quality)

5.9.12 Normal search or Advanced Search is extensively used to search required data

5.9.13 Local download of document data should be made possible

5.9.14 User creation is managed by admin user as per user registration

5.10 **Platform layouts:** The Platform provides layout with following features:

5.10.1 Product structure Information with Grandparent-Parent-Child tree structure and vice-versa.

5.10.2 Light 3D model of the specific part or item with thumbnail in the viewing interface during navigation

5.10.3 Document release status

5.10.4 File versioning when documents/ parts are updated, related links are updated according to the values of the documents / part with new construction specification.

5.10.5 Product ID details, standard and detailed attributes

5.10.6 Related part, subparts, Documents and Drawings

6 TO-BE:

6.1 PI functionalities:

6.1.1 The bidder shall migrate legacy data to the 3DExperience platform to establish a unified source of truth across all the departments including Planning, Design, Commercial, Quality and Production

6.1.2 Structural view is mandatory for as Engineering bill of Material. However, all other views like Functional view, Geographical view, construction view, General view and Design views are expected in the target system for the smooth functioning of the existing users and their way of working. It is not mandatory to provide as-is replica of these views but there should be a representation of the views for MDL to operate seamlessly

6.1.3 Data/Information available for different vessel variants in excel format to be available in 3DExperience platform so that user can filter applicable BOM through Platform applicability

6.1.4 All product and documents revisions and versions to be migrated

6.1.5 To facilitate visualization of thumbnail/ lightweight view of 2D and 3D in context of product structure in the proposed existing 3DExperience platform

6.1.6 To migrate data with traceability between PI and QI. Appropriate mapping logic shall be shared during implementation/migration activity

6.1.7 Solution to have capability to distinguish data received from Collaborator and Customer with certain flag into a same environment / single instance

6.1.8 To facilitate User management in line with the standard capabilities of existing 3DExperience platform and same user base shall be used for managing access for migrated data

6.2 QI functionalities:

6.2.1 The transfer Legacy data to the currently deployed 3DExperience platform to establish a unified source of truth across all the departments including Planning, Design, Commercial, Quality and Production

6.2.2 All product and documents revisions and versions to be migrated

6.2.3 To provide functionality to upload QA Inspection protocol documents and maintain the status of documents in same manner as is being done in current system

6.2.4 QA users are expected to upload the Quality inspection document in the system. Post upload of scanned QA protocol document, Document to go through approval lifecycle stages in the system for formal record

6.2.5 To provide capability for mass upload by Admin and user (with documents in a folder and metadata in a CSV file)

6.2.6 To provide remarks as description, during uploading of files

6.2.7 To migrate data with traceability between PI and QI. Appropriate mapping logic shall be shared during implementation/migration activity

6.2.8 To facilitate Change Management process for document

6.2.9 To facilitate User management in line with the standard capabilities of existing 3DExperience platform and same user base shall be used for managing access for migrated data. Only authorized QA users shall be able to access and see the QA Inspection data; rest of the user should be able to access production data. Bidder shall facilitate configured access (read/write/view) for the quality and production data

6.3 Report functionalities:

6.3.1 Bidder should consider configuring 50 reports for Production Instance & 16 Reports for Quality Instance. Most of the reports are related to retrieving the data and showing the same in HTML format or exporting the same in CSV format. → AS IS

6.3.2 Bidder should facilitate Product Instance with 50 reports but logically these are 25 reports, as each report has same data coming in either HTML or CSV format. Considering HTML and CSV formats as 2 separate reports, it will be leading to 2X25 = 50 Reports

6.3.3 Bidder should facilitate Quality Instance with 16 reports but logically these are 8 reports as each report has same data coming in either HTML or CSV format. Considering HTML and CSV formats as 2 separate reports, it will be leading to 2X8 = 16 Reports.

6.3.4 Some of the critical reports are mentioned as below:

6.3.4.1 Inspection Results HTML or CSV: This report retrieves the inspection results from the local instance.

6.3.4.2 Objects on COS HTML or CSV: This report displays objects on COS or COS list

6.3.4.3 Inspection Results on COS and POS CSV, HTML: This report retrieves the inspection results and associated inspection report files from the local instance

6.3.4.4 Inspection Result Mass Download HTML; This report retrieves the inspection results and associated inspection report files from the local instance matching with the baseline and an application

6.3.4.5 List of Problem Report per COS/Pos HTML and CSV: Report Displays list of problem reports per COS

6.3.4.6 List of Problem Report per Object HTML and CSV: Report Displays list of problem reports per Object

6.3.4.7 List of Document per COS and POS CSV AND HTML:

6.3.4.8 Part List XLS and PDF:

6.3.4.9 Compare COS Version HTML and CSV

6.3.4.10 CD Documentaries

6.3.4.11 Report Cabling

6.3.4.12 List of RF and RN

6.3.4.13 Use case RN/ID CSV

6.3.4.14 Inspection Requests on COS CSV

6.3.4.15 Inspection Requests on COS with Template

6.3.4.16 Inspection requests per Applicability HTML with sorting

6.3.4.17 List of COS and POS

6.4 Business Process Functionalities:

6.4.1 Solution should facilitate data security in the 3DExperience platform.

6.4.2 Bidder should facilitate solution on 3Dexperience platform to have a single source of truth across all the business units such as planning, design, manufacturing, quality, etc.

6.4.3 All modules or capabilities provided should be part of a single platform and share a single database and integrated data-model in the existing 3DExperience platform

6.4.4 Solution should support web based and provide access to end user on multiple devices such as workstation, Hand-held devices using standard browsers.

6.4.5 Solution should be data driven – and not a simple file archival system with workflows. The software should have sophisticated data models to manage types like documents, engineering entities (assemblies/structures/drawings) as different types with their contextual information.

6.4.6 Solution should support carrying out Project Functions including 3D/2D model viewing, Different view (General, construction, Functional, GEO, and STR), Document Management, Activity tracking, quality document management, change management process on the internet browser. The 3DExperience platform OOTB functionalities will be explored and leveraged as alternate to current views to facilitate the end users with similar feature

6.4.7 The platform should have Indexing capabilities to index data from various systems such as Engineering Data, Document, Change, Task activity etc. to provide a unified & single window for searching various information

6.4.8 Proposed solution should support all its applications in a seamless way – i.e. it should not be a collection of silo applications, but provide a seamless connectivity among applications. For instance, Engineering Data management, document management, project management and reporting should all be interconnected with traceability from one to another.

6.4.9 System should facilitate direct association of all 2D Drawing Deliverables, inspection protocols and reference/supporting documentation to the relevant 3D CAD master model within the platform

6.4.10 Solution should have Full Text Search based on following 6W Tags

- 6.4.10.1 Who (Originator, Responsible)
- 6.4.10.2 When (Creation Date, Modification Date)
- 6.4.10.3 What (Document Type, Maturity State, Library, Language etc.)
- 6.4.10.4 Where (Folder where it resides etc.)
- 6.4.10.5 Why
- 6.4.10.6 How

6.4.11 Solution should have below options

- 6.4.11.1 Basic Search – Search with object details available under product screen
- 6.4.11.2 Advance Search – All additional advance search features with required attribute filter

6.4.12 The architecture should be based on a single database instance concept – so that even if the users are geographically distributed, they will all work on the same database in real time

6.4.13 Solution should provide facility for subscription to key system events should be available like document upload in project folder, Document check-in/checkout, Task assignment, Task completion

6.4.14 Ability to configure electronic approvals and approval lists depending on the type of approval process. Approval lists should be configurable and user should be able to change approvers based on changing business need

6.4.15 Platform should provide a latest generation search technology to make finding information easy. It should provide for custom tagging of information, automated categorization of search results and free form search for embedded content

6.4.16 The user experience across all modules or interfaces should be same as existing 3DExperience platform for better adoption of such as approval workflows for quality documents should unified across multiple projects

6.4.17 Ability to do basic data table plotting using metrics dash boarding which will dynamically generate graphical reports using either an excel or csv for various formats like bar chart, pie chart, stacked line chart etc.

6.4.18 Kanban board should be available which provides simple way to visualize and move Tasks from one maturity level to other.

6.4.19 To track and manage different activities which are being performed as a part of quality instance. Such as forecasting of validation task, assigning validation task, managing deliverables of validation task, classifying deliverables, attaching deliverables to pre-defined container, etc. 3DExperience platform should be capable to manage mentioned activities in browser

7 Hardware & Software:

7.1 Bidder shall supply, install and commission minimum required hardware which will facilitate 3DExperience solution which shall ensure the smooth functioning of the platform (i.e., Servers, Switches & Backup solution as deemed fit at MDL and DND (SDG).

7.2 The minimum hardware & software required at both sites are as follows. However, bidder may suitably enhance the hardware sizing to cater the performance requirements of the application

7.3 Hardware & Software Infrastructure - DND (SDG), Delhi (Tender rate sheet line item no. 400) (Group 2)

7.3.1 3 in number server- 2* 24 core (48 core) 3.4 GHZ processor, min 6TB storage (NVME), 512 GB RAM, 2 nos 10G Ports, Operating System – Redhat Enterprise. (Make- HPE/DELL)

7.3.2 2 in number server- 1* 8 core (8 core) or 2x 4 core 3.4 GHZ processor, min 6TB storage (NVME), 256 GB RAM, 2 nos 10G Ports, Operating System – Redhat Enterprise. (Make- HPE/DELL)

7.3.3 1 in number server- 2* 8 core (16 core) 3.4 GHZ processor, min 2TB storage (NVME), 128GB RAM, 2 nos 10G Ports, Operating System – Redhat Enterprise. (Make- HPE/DELL)

7.3.4 Backup License - 10 nos Veam / Commvault (host based)

7.3.5 Backup Appliance - min 15 TB (HPE /DELL)

7.3.6 Network Switch (24 port L3 1/10G) (TOR Switch Enterprise grade)- 1 Nos (Cisco/Rukus/HPE ARUBA/Juniper/Extreme/Arista)

7.3.7 Oracle Enterprise License – 100 NUP license

7.3.8 Video Conferencing System with Display and Audio - POLY

7.3.8.1 Video Conferencing System - Make Poly

7.3.8.1.1 Poly Studio G62 Video Conferencing System with Mounting Plate Kit 1 No

7.3.8.1.2 Poly G62 PoE+ adapter Cbl Kit-INDIA – 1no

7.3.8.1.3 3 Year Partner Poly+ Poly Studio G62 Video Conferencing System with Mounting Plate Kit -1 no

7.3.8.1.4 Poly Studio E60 Smart Camera 4K MPTZ with 12x Optical Zoom 1- no

7.3.8.1.5 Poly Studio E60 Power Accessory -1 no

7.3.8.1.6 3 Year Partner Poly+ Poly Studio E60 Smart Camera 4K MPTZ with 12x Optical Zoom – 1 no

7.3.8.1.7 Poly Studio E60 Ceiling Mount- 1 no

7.3.8.1.8 Poly TC10 White Touch Controller- 1 no

7.3.8.1.9 Poly Trio C60 Power Supply with Power Cord and CAT-5 INDIA -1 no

7.3.8.1.10 3 Year Partner Poly+ TC10 – 1no

7.3.8.1.11 Poly G7500 IP Table Microphone – 3 nos

7.3.8.2 Audio System - Make JBL / equivalent

7.3.8.2.1 2 Channel / 300W Audio Amplifiers -1 No

7.3.8.2.2 Two-Way Celling / wall mount Speaker – 2nos

7.3.8.2.3 8x1G PoE+ 110W 1x1G and 1xSFP Managed Switch – 1no

7.3.8.3 Display solution - Make - LG/SONY/SAMSUNG

7.3.8.3.1 4K LED Display

7.3.8.4 Cables and connectors for connecting all the items/ equipment

7.3.8.4.1 The bidder should provide all the necessary cables, connectors and items required as per the room size and orientation for commission the setup

7.3.9 Workstations (3 nos) - HP/DELL

7.3.9.1 CPU Intel Xeon® CPU 64 Core CPU

7.3.9.2 Memory 128 GB RAM, DDR5,

7.3.9.3 Graphic Card NVIDIA RTX 6000 ADA Generation,

7.3.9.4 Storage 5 TB HDD SSD

7.3.9.5 Monitor - Min 27 inches - 2 nos

7.3.10 High End Server (1 No) – HPE/DELL

7.3.10.1 Chassis - Rack Mountable

7.3.10.2 CPU - Two numbers of 12th Generation Intel Xeon 6530P 2.3GHz 32-core or higher

7.3.10.3 Chipset - Intel® C741 Chipset or Equivalent

7.3.10.4 Memory (RAM)- 32DIMM slots. To be supplied with 01 TB DIMMS scalable upto 4.0 TB using DDR5 Registered DIMM (RDIMM) operating at 6400 MT/s

7.3.10.5 GPU Card - Should Be Populated with 2 nos NVIDIA H200 NVL 141GB PCIe Accelerator or equivalent NVIDIA or higher

7.3.10.6 GPU Support- Support for up to 10 double-wide GPUs Accelerators

7.3.10.7 HDD Bays- Populated with below hard disk: min 4 x 3.84 TB NVMe Gen4 SSD

7.3.10.8 Controller- Embedded / PCIe based RAID controller with 8GB Flash backed write cache supporting RAID 0, 1, 5, 6, 10, 50, 60

7.3.10.9 Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller must support 6G SATA, 12G SAS, 16G NVMe.

7.3.10.10 Networking Features-Server should have below networking cards: Dual Port 10G SFP+ Ethernet

7.3.10.11 Interfaces- Serial -1 (Optional), USB support with Up to 4 total: 1 front, 2 rear, 1 internal.

7.3.10.12 1GbE Dedicated management port

7.3.10.13 Power Supply should support hot plug redundant low halogen power supplies with minimum 94% efficiency

7.3.10.14 xii. Fans: Redundant hot-plug system fans

7.3.10.15 xiii. Industry Standard Compliance

7.3.10.16 ACPI 6.5, PCIe 5.0 Compliant, WOL Support, Microsoft® Logo certifications, PXE Support, Energy Star, SMBIOS 3.7, UEFI Class 3, Redfish API IPMI 2.0, Secure Digital 4.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP v3, TLS 1.2, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP), Active Directory v1.0, ASHRAE A3/A4

7.3.10.17 System Security

7.3.10.18 EFI Secure Boot and Secure Start support, Tamper-free update components digitally signed and verified Immutable Silicon root of Trust, FIPS 140-2 validation, Secure erase of NAND/User data, Common Criteria certification, Configurable for PCI DSS compliance, Server must be offered with Trusted Platform Module (TPM) 2.0, UEFI Secure Boot and Secure Start support, Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser, Bezel Locking Kit option, Support for Commercial National Security Algorithms (CNSA), Chassis Intrusion detection option, Secure Recovery- Recover critical firmware to known good state on detection of compromised firmware.

7.3.10.19 Enhanced Server Data Security: Encryption and key management, UEFI-managed encryption, and self-encrypting drives (SED) for enhanced data-at-rest protection, Sanitize Data with One-Button Erase, Physical Security Options: System maintenance switch, USB security, bezel lock, and chassis intrusion detection switch.

7.3.10.20 Servers must be built using trusted supply chain to undergo rigorous inspections and checkpoints to detect and mitigate malicious microcode and counterfeit parts throughout the server build and lifecycle, Tamper-free updates - components digitally signed and verified, Immutable Silicon Root of Trust, Ability to rollback firmware.

7.3.10.21 Operating Systems- To be supplied with Ubuntu 22.04 LTS

7.3.11 Warranty – 3 years for hardware (Servers, Backup appliance, Switches, Workstations & VC System) and software (O/s, Backup) indicated above.

7.3.1220 Mbps P2P Leased Line between MDL Mumbai and DND SDG Delhi from M/s Railtel for 3 years

All the above IT equipment shall be delivered in Delhi.

7.4 3D Experience license at DND (SDG) – (Tender rate sheet Sr. No. 200) (Group 1)

7.4.1 TDP Data Visualization (viewing License) - 10 nos

7.4.2 Warranty – 1 years for from the date of supply and activation of licenses

7.5 Hardware & Software Infrastructure- MDL Mumbai & Bengaluru - (Tender rate sheet Sr. No. 500) (Group 2)

7.5.1 3 in number server- 2* 8 core (16 core) 3.4 GHZ processor, min 2TB storage (NVME), 512 GB RAM and 2 nos 10G Ports, Operating System – Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes). (Make- HPE/DELL).

7.5.2 1 in number server- 1* 8 core or 2 x 4 core (8 core) 3.4 GHZ processor, min 2 TB storage (NVME) usable, 196 GB RAM, 2 nos 10G Ports. Operating System - Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes). (Make - HPE/DELL)

7.5.3 4 in number- 2* 8 core (16 core) or 2x 4 core 3.4 GHZ processor, min 1 TB storage (NVME), 128 GB RAM, 2 nos 10G Ports, Operating System – Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes). (Make- HPE/DELL)

7.5.4 2 in number server- 2* 24 core (48 core) 3.4 GHZ processor, min 6TB storage (NVME), 512 GB RAM, 2 nos 10G Ports, Operating System – Redhat Enterprise. (Make- HPE/DELL)

7.5.5 Network Switch (24 port L3 1/10G) (TOR Switch Enterprise grade)- 1 Nos (Cisco/Rukus/HPE ARUBA/Juniper/Extreme/Arista)

7.5.6 Oracle Enterprise License – 200 NUP license

7.5.7 Warranty – 3 years for hardware (Servers, Network Switches) and software (O/s,) indicated above.

Only 1 Server @ 7.5.1 shall be delivered to Bengaluru (ITI Data Center), All the other servers and equipment shall be delivered to MDL Mumbai.

7.6 3D experience license-MDL (Tender rate sheet Sr No 300) (Group 1)

7.6.1 TDP Data Visualization (viewing License) - 10 nos

7.6.2 Platform license for Manufacturing (Production, Quality & Planning) – 26 nos (bifurcation of license at Annexure-2)

7.6.3 Warranty/Support – 1 years for from the date of supply and activation of licenses

8 Bill of Material, Delivery and implementation timelines

Sr.	BOM	Delivery & implementation Timelines	Payment Terms
	GROUP -1		
100	Migration Service for TDPIS – MDL & DND (SDG)	PO Date + 40 Weeks	Post Migration of TDPIS at MDL & DND SDG as mentioned in succeeding para
200	3D Exp license for Migration- DND SDG	PO Date + 12 Weeks	Post Supply, Implementation and activation at DND SDG
300	3D Exp license for Migration- MDL	PO Date + 12 Weeks	Post Supply, Implementation and activation at DND SDG
	GROUP -2		
400	Hardware & software for Migration - DND SDG	PO Date + 12 Weeks	Post Supply, Implementation and Configuration at MDL
500	Hardware & Software for Migration - MDL	PO Date + 12 Weeks	Post Supply, Implementation and Configuration at DND SDG

The Group -1 and Group 2 are separable and bidder can bid for either or both the groups.

9 Payment terms:

9.1 For Sr. No. 200, 300, 400 & 500: - 100% payment shall be released on Post supply, installation, sign off of these items shall be provided by MDL and DND (SDG), These hardware and software to be supported under warranty as indicated above.

9.2 For Sr. No. 100: - These are migration services at MDL and DND (SDG), Delhi, which includes migration of TDPIS data at both these locations and is a 1-time activity. The payment shall be in phased manner as mentioned below post certification of MDL

9.2.1 40% of amount Migration Services (Sr. 100) Payment on TDP Data Extraction (PO + 5 months)

9.2.2 Next 20% amount of Migration Services (Sr. 100) Payment on MDL UAT and Go Live (PO + 8 months)

9.2.3 Remaining 40% amount of Migration Services (Sr. 100) Payment on DND / SDG Migration Completion (PO + 10 months)

Enclosure-2

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value More than Rs 10 Crores)

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

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

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) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012	☐	(applicable for MSE manufacturers)
2) PPP MII 2017	☐	(applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) 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 (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

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.

(f) 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.

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

SIGNATURE: ______________________ **DATE:** __________

Seal / Stamp of Bidder

Enclosure-2a

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value More than Rs 10 Crores)

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

LOCAL CONTENT DECLARATION (post execution of contract / PO). THE SUPPLIER SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

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

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

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

(b) My/our company had declared the local content at the time of tender as under

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

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

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

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

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

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

SIGNATURE: ______________________ **DATE:** ___________

Stamp / Seal of the company

Enclosure-3

INTEGRITY PACT

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "The Principal/Buyer" And

………………...hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for ....The Principal/Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works..

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

(3) A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with our without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of subcontracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor(s).

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance

Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

____________________________ ______________________________

For & on behalf of
MAZAGON DOCK Shipbuilders LIMITED for & on behalf of Bidder/Contractor
(Office Seal) (Office Seal)
Place____________
Date_____________

Witness 1: Witness 2:

(Name & Address) (Name & Address) ________________________
________________________ ________________________
____
____

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

Bidder's Sign…………………………….

Bidder's Stamp……………………………

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum. ________________

Annexure-B

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

1. Introduction

1.1 Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.

2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
2.5 These guidelines apply to all the Divisions/Yards of MDL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) ‘Bidder / Contractor / Supplier / Purchaser / Customer’ shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Bidder / Contractor / Supplier / Purchaser / Customer’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:
a) If one is a subsidiary of the other.
b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
c) If management is common;
d) If one owns or controls the other in any manner;

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) Functional Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD, MDL shall be the ‘Appellate Authority’.

b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines. Page No. 8.56 Amdt. No : 0 Date : 01/01/2015

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) ‘List of approved Agencies – ‘Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - ‘Bidder / Contractors / Suppliers / Purchasers / Customers, etc

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants; Page No. 8.57 Amdt. No : 0 Date : 01/01/2015

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Decision to ban business dealings with any Agency would apply throughout the Company.

7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

Enclosure-4

RATE SHEET

Sub: MIGRATION OF LEGACY PROJECT DATA FROM WINDCHILL TO 3D EXPERIENCE PLATFORM WITH REQUISITE HARDWARE AND SOFTWARE INFRASTRUCTURE

Sr no	Description	Qty	Unit	Unit Rate (INR)	Total Cost (INR)	Unit Rate with GST (INR)	Total cost with GST (INR)
GROUP - I							
100	Migration Service for TDPIS at MDL & DND (SDG)	1	AU				
200	3D Experience license for migration at DND (SDG) · TDP Data Visualization (viewing License) - 10 nos · Warranty/Support – 1 year from the date of supply and activation of licenses	1	SET				
300	3D experience license for migration -MDL · TDP Data Visualization (viewing License) - 10 nos · Platform Governance license for Project Management, production, quality & planning – 26 nos · Warranty/Support – 1 years from the date of supply and activation of licenses	1	SET				
	GROUP-I (Total)						
GROUP - II							
400	Hardware & Software for Migration at DND(SDG) Refer scope (Enclosure-I) for more details	1	SET				
500	Hardware & Software for Migration at MDL Refer scope (Enclosure-I) for more details	1	SET				
	GROUP-II (Total)						
	Total of Group-I & Group-II						

Note: Firm to indicate applicable GST% for all line items.

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMTED) 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 Registered 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 that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, …………………………………………………………………….Bank having office at .... (hereinafter referred to as "the Bank" which expression shall includes 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%** 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 fulfill 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 dissolutionor 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
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 + 4 weeks 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 authorized to sign on behalf of "the Bank")

NOTE:

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

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Enclosure-6

Annexure "C"

(Compliance Certificate w.r.t Land Border Clause)

Declaration of Compliance of Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

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. 4) dtd 23 Feb 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.

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)*, has been registered with the Competent Authority. 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 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: ______________ **DATE:** ____________

Seal / Stamp of Bidder

Enclosure-7

MDL's Draft for NON DISCLOSURE AGREEMENT

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _______ day of ______2017 between **Mazagon Dock Shipbuilders Limited** a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400010 (hereinafter referred to as "MDL") and____________________________a company registered under the Companies Act, 1956 and having its registered office at ________________________(hereinafter referred to as "______"). MDL and ______ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _______________________for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____________________________ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing
Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:
(a) Information publicly known through no wrongful act of the Receiving Party.
(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
(a) Disclose to any person, directly or indirectly:
i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid perpetually from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL	To __________
Address:	Address:
Phone No.:	Phone No.:
Fax No. :	Fax:
E-mail:	E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named	Signed by the within named
MDL _______________	______________________
_______________	______________________
_______________	______________________
In the presence of	In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value
Rs.500/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp
Act of respective States.
* - A: Pre-submission of Bid
**- AA: Post Entering of Contract

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

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 person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy; or c) Obtains collects records or communicates to any other person any secret official code.
Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;
a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
b) Used the information in his possession for the benefit of any foreign power.
c) Retain in his possession when he has no power to retain it
d) Fails to take reasonable care of it.
Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any people 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.

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature……………………………

Bidder's Name……………………………

Company Seal……………………………

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (E.Y)

GEM BID No: GEM/2026/B/7844199

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK 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.			

COMPANY'S NAME & ADDRESS :

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

NOTES:
1. Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2------------------------------ ---

Enclosure-10

GEM BID No: GEM/2026/B/7844199

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on…					

COMPANY'S NAME & ADDRESS__:

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

LIST IF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. ndian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(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 LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" 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 agreed to accept the Earnest Money Deposit (EMD) of Rs---------------------------------(Rupees-----------------------------only) in the form of Bank Guarantee from Messers .... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ....(hereinafter called " the tenderer" 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) for participating in the Tender no.................................dated............. (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ... Bank having office at .... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs.................. (Rupees............................only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company 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 Company 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 Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer 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 Company that the Company 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 tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer 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 Company 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 tenderer or dissolution or winding up of the business of the tenderer.

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

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 + ---weeks 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 or the person authorised to sign)

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