

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-10-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-10-2025 14:30:00
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	*****
कुल मात्रा / Total Quantity	5
वस्तु श्रेणी / Item Category	KMS Server , Virtualization Software , Database Software
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Database Software
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	DATABASE COMPARATOR SOFTWARE, NoSQL Database Management Software, Database Management System Software (V2), Website, File and Database Monitoring Software Using Block Chain Technology, Security and Protective Software including Antivirus, Accounting software, Designing Software (V2), Hypervisor Software, Digital E - Learning Software (V2), Accessibility Software
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Server • Accounting software • DATABASE COMPARATOR SOFTWARE
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड 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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	KMS Server
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 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 15 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	700000

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).	42

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Company
Near Dockyard Road, Mazagon, Mumbai - 400010
(Mazagon Dock Shipbuilders Ltd)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. 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. 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.

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

KMS Server (2 set)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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	2	98

Virtualization Software (1 set)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

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

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

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	1	98

Database Software (2 set)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

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

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

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	2	98

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

1. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

2. **Generic**

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

Mr Sachinrao Jadhav
Chief Manager, SB Design
Mazagon Dock Shipbuilders Limited
Near Dockyard Road, Mumbai - 400010
Tel - 022-2376 3038

3. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **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](#)

5. **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.

6. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

7. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. Generic

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

9. 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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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.

10. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---

Schedule-1

KMS SERVER

Shall have following minimum/ equivalent configurations / specifications / features:

1. Form Factor - Key Manager must be of Physical form factor Scalable Hardware encryption
2. Certification - a) FIPS 140-2 Level 1 certified module with valid FIPS certification in the name of OEM
b) Shall meet compliances such as PCI DSS, HIPAA, GDPR.
c) FIPS 140-2 Level 1 compliant Hardware key management
3. Encryption - a) Shall provide Data at rest encryption software agent for Block Cipher encryption.
b) Transparent Encryption for the windows, Linux, Virtualization as well as AIX based platform.
c) The encryption software module should be FIPS 140-2 level 1 certified.
4. High Availability - Support for High availability with real time synchronization of keys between the KMS clustered together without the need for any external load balancer and without requiring applications to restart.
5. Warranty and / Support - a) 3 years On-site comprehensive warranty/ support with Hard disk Retention
b) OEM technical support should be centralized helpdesk web portal as well as customer care centre telephone number for attending user complaints. The OEM help desk and customer care centre should operate 24x7x365 with and maintenance services for the entire KMS solution.
c) OEM should have Professional Services team in India to provide support if required.

Detailed specifications are as per 'Technical specifications and scope of work for SITC of Key Management Server (KMS) and other Software for Design'

Schedule-2:

VIRTUALIZATION SOFTWARE

Shall have following minimum/ equivalent configurations / specifications / features:

1. Domain - Virtualisation & Cloud software
2. Components/Modules of Virtualisation Software - Network Virtualisation and Predictive-Proactive Virtualization Operations Software
3. Types of License - Subscription
4. OEM Licensing policy - a) Per physical CPU(Socket) – 10 CPU's OR
b) Per Core –240 Cores
5. Support - 3 Years

Detailed specifications are as per 'Technical specifications and scope of work for SITC of Key Management Server (KMS)and other Software for Design'

Schedule-3:

DATABASE SOFTWARE

Shall have following minimum/ equivalent configurations / specifications / features:

1. Name of the Software - Microsoft SQL Server Enterprise 2 Core 2022 or latest or equivalent
2. License to be supplied - Per Core
3. License Edition - Enterprise
4. Types of License - Perpetual
5. Configuration of Database Software shall be as per MDL requirements

Detailed specifications are as per 'Technical specifications and scope of work for SITC of Key Management Server (KMS) and other Software for Design'



BUYERS ADDED ATC FOR THE BID

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF KEY MANAGEMENT SERVER (KMS) AND OTHER SOFTWARE FOR DESIGN

Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. Bidders should upload checklist of documents uploaded and details of person (email, phone no. & address etc.) to be contacted regarding bidding.

1. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

- a) Bidders seeking EMD exemption as per clause 4.xiii.m of GTC on GeM shall submit the valid supporting Document with the bid.
- b) Bidders seeking EMD exemption as per clause 4.xiii.m.(viii) of GTC on GeM 4.0 shall submit valid registration certificate issued by Mazagon Dock Shipbuilders Limited (MDL) for the category of tendered item. **Group: 0058408 / 0058414 (Servers / Application Software).**
- c) EMD is also exempted for following categories of sellers:
 - (i) 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.
 - (ii) 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:

- a) MSE vendors seeking EMD exemption shall submit the valid supporting document with the bid and declaration of Confirmation of manufacturer of the offered product / service as per format at **Annexure-1.**

b) MDL's Bank Account Details:

- A/C Holder Name : MAZAGON DOCK SHIPBUILDERS LIMITED
- Bank & Branch : State Bank of India, Commercial Branch, Fort, Mumbai-400023
- Type of Account : Current
- Account No : 11079519138
- IFSC Code : SBIN0006070
- SWIFT Code : SBININBB101

c) Details of Remittance to MDL's BANK ACCOUNT:

(To be filled in by the vendors / firms making remittance of funds in MDL's Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (₹)

Signature of Vendor / Representative



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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with the bid.

d) Format for EMD(BG) is attached at **Annexure-6**

2. **PRE-QUALIFICATION REQUIREMENT:**

a. **Technical PQC:**

i. The bidder should have regularly (every financial year) for at least the last three years, ending 31 March of the previous financial year, manufactured / supplied / commissioned the solution of KMS / Encryption / Server / Virtualization Software.

ii. The bidder should have manufactured / supplied / commissioned at least one turn key solution for the KMS / Encryption including servers – 2 no's and virtualization software – 10 CPU's in last five years ending on the tender closing date.

iii. The bidder should be OEM or OEM authorized partner / system integrator of the proposed KMS solution and should submit valid authorization documents / partner certificate / Manufacturing Authorization form (MAF) from OEM's for this tender along with the bid.

Note : Purchase orders & CRAC / Invoice / Payment advice / Work Completion Certificates to be provided in support of experience. It is certified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience.

b. **Commercial PQC:**

i. 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 at **Rs. 105 Lakhs**. Bidder has to upload 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.

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

(MSE vendors will be given 100% relaxation in prior-turnover. Further, MSEs vendor shall meet prior experience criteria. There will no relaxation in pre-qualification criteria for Start-up bidders as the requirement is critical.)

NOTES

(1) The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at above; viz Work order/s meeting above order value criteria for similar work along with 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. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification. The concerned HOD or TNC has a right to verify /cross verification of authenticity of the said document whenever felt necessary.

(2) MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply to the same.

(3) The work executed by the bidder for their in-house use will not be considered for the purpose of bidder's experience or completion of similar works.



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(4) All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

(5) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

(6) The bidder is required to submit information in the form of the table below for the orders, which qualify them as per the above criteria, as the information in the tabular form, at **Annexure- 2** shall hasten the technical scrutiny. The value of work executed in support of previous experience will be considered excluding taxes, duties and other levies if any.

(7) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

3. **BID REJECTION CRITERIA:**

Bids with non-compliance/ non-acceptance to any of the terms and conditions of the tender will be liable for rejection.

4. **INTEGRITY PACT (IP):**

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection.

The original IP to be submitted or couriered to MDL at following address within 7 days from tender opening or by date as stipulated by MDL.

Address: Material Purchase, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai-400010

In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Shri M.N.Krishnamurthy IPS,(Retd.)
Email ID: krishnamurthymn19@gmail.com
- ii) Shri Deepak Kashyap, IRTS (Retd.)
Email ID: deepakkashyapnd02@gmail.com

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable



for rejection. The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date.

5. ALTERNATE MSME VENDOR PAYMENT THROUGH TREDS:

A. In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

B. MDL is registered TReDS platform on RXIL (M/s Receivables Exchange of India Limited), Invoice Mart (M/s A Treds Ltd.) and "M1xchange" of M/s Mynd Solutions Pvt. Ltd.

C. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on it.

a) "Invoicemart" TReDS platform or by registering on it. Contact details at "Invoicemart" TReDS platform are as below:

Amit Kumar Dutta, Mob – 8600179668, Mail - amit1.dutta@invoicemart.com

Complete address - A.TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604

b) "M1xchange" TReDS platform or by registering on it.

Contact details at "M1xchange" TReDS platform are as below:

(i) Shaiwal Sinha, Mob: 9599224594, Mail : shaiwal.sinha@m1xchange.com

(ii) Ankit Singh, Mob : 9800250395, Mail : ankit.singh@m1xchange.com

Complete Address:- M1xchange Office address (Mumbai) : A-403, The Qube 4th floor, MV road, Marol, Andheri (E) Mumbai – 400059

c) Receivables Exchange of India Ltd

Contact details are as below –

(i) SANTOSH YADAV, Mob - +91-9167708156, Mail - santosh.yadav@rxil.in

(ii) ANGELIN ANBARASAN, Mob - +91-8451975191, Mail - angelin.anbarasan@rxil.in

Complete address - Receivables Exchange Of India Limited, 701-702, 7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

6. E INVOICE:

Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds the threshold as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). This shall stand applicable for micro enterprises also whose aggregated turnover is crossing the limit of Rs. 5 Cr. in any preceding financial year from FY17-18. Vendor shall give declaration for their turnover for non-applicability of e-invoice, if any.

7. WORKING ON MDL HOLIDAYS:

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



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8. CONTACT DETAILS FOR QUERIES:

In case of any clarifications regarding tender or technical, bidders are requested to contact the following executives.

Dept.	Name of Executives	Contact No	Email
Technical	Mr. Sachinrao Jadhav, CM (D-CAD)	022-23763038	sriadhav@mazdock.com sudeeptsingh@mazdock.com
	Mr Sudeept Singh DM (D-CAD)	022-23763403	
Commercial	Mr. Nitin Binak M (C-MP)	022-23763232	nbinak@mazdock.com

9. GRIEVANCE CELL FOR MII:

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

10. PUBLIC GRIEVANCE CELL:

Public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 4th Floor, D-2 Building, East Yard, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022- 2376 3512. Email: grievance@mazdock.com

11. COUNTRY OF ORIGIN:

Bidder shall submit declaration /certificate of Country of Origin of product from OEM

12. NDA:

i) Initially the participating bidders shall have to submit NDA along with their offer without any deviations on their Company's Letterhead by authorized Signatory from bidder side as per prescribed format at **Annexure 3**.

ii) After placement of order, successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs.500/- in originals. Agreement will be signed by authorized representatives from Vendor Side & Mazagon Dock Shipbuilders Ltd.

13. DELIVERY TERMS:

Delivery terms will be as per Sr. No. 4.1 of TSP attached at **Annexure-10**



14. PAYMENT TERMS:

Payment terms will be as per Sr.No. 11 of TSP attached at **Annexure-10**

15. LD (Liquidated Damage) / PENALTY:

- i. Penalty as per Sr. No. 9.6 TSP attached at **Annexure-10**
- ii. LD as per GeM T&C i.e. 0.5% per weeks' subject to maximum 10% of the order value.

16. OFFICIAL SECRETS ACT, 1923:

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 1923 and any regulations framed thereunder at **Annexure 5**.

17. INDEMNIFICATION

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

18. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

19. 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:

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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. A bidder may be considered to have a conflict of interest with one or more parties in certain cases as enumerated **Annexure 4**.

vi. **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

20. CANCELLATION OF TENDER:

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

21. 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.

22. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

23. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / order / contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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



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

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

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

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

24. JURISDICTION OF COURTS

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

25. AUTHORISATION LETTER:

Authorisation letter (on company's letter head) to be submitted by the bidder with the name, designation of the person authorised to sign the bid document.

26. Purchase preference under Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 is applicable in this tender. The items are non-divisible and in-separable. Accordingly purchase preference shall be accorded as per DOE OM No.F.1/4/2021-PPD dated 18.05.2023. for concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. The minimum local content for Class I and Class II local supplier shall be 50 % and 20 % respectively.

The firm has to submit local content declaration on company's letter head indicating the % of local content and location of value addition (item wise) and to be Self-Certified by Chief Financial Officer or other legally responsible person nominated in writing by the chief Executive or Senior Member / Person with Management responsibility of corporation / Partnership / Individual. Weighted average of local content of all items shall also be indicated in the declaration.



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Checklist

(Documents to be submitted along with technical bid)

Sr. No.	Tender Clause	Remark
1	EMD	Proof & details of Submission of EMD OR Documents in support of exemption
2	Pre-Qualification Documents a. MAF, Copies of Past PO / Invoice / WCC etc. b. Turnover & P/L statements c. Shop establishment certificate	Submitted / Not Submitted
3	NDA (Non-Disclosure Agreement)	Submitted / Not Submitted
4	Declaration on Malicious Code (company letter head)	Submitted / Not Submitted
5	Declaration of local Contents as per Public Procurement (Preference to Make in India) Order, 2017	Submitted / Not Submitted
6	Vendor Registration docs. a. GST b. PAN c. Cancelled cheque d. Copy of EFT Mandate duly certified by Bank e. Bidders Shop and establishment registration certificate /registration certificate from registrar of firms / certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.	Submitted / Not Submitted
7	Confirmation of manufacturer of the offered product (applicable to MSE bidders seeking EMD exemption)	Submitted / Not Submitted
8	Integrity Pact (duly signed on each page and with name, designation and company stamp on last page)	Submitted / Not Submitted
9	Conflict of interest	Submitted / Not Submitted
10	Undertaking of Authenticity of Desktop / Server	Submitted / Not Submitted
11	Details of contact person of the bidder: - Name: Designation: M.No. Email:	

***All documents submitted to be above sequence. Avoid sending documents other than asked.**



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Annexures

Annexure-1	Confirmation of manufacturer of the offered product (To be submitted by MSE bidders)
Annexure -2	Format For Information Of Past Orders
Annexure -3	NDA Format
Annexure -4	Conflict of interest
Annexure -5	Extract of Official Secret Act
Annexure -6	Integrity Pact
Annexure -7	EMD (BG) Format
Annexure -8	Format of Performance Bank Guarantee
Annexure -9	Undertaking of Authenticity for Desktop/Server Supplies
Annexure-10	TSP – Technical Specification



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Annexure-1

CONFIRMATION OF BEING MANUFACTURER OF OFFERED PRODUCT
(Compliance to Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on
GeM)
(To be submitted by MSE bidders)

M/s.-

SR NO.	ITEM TITLE	ITEM DESCRIPTION	MANUFACTURER OF OFFERED PRODUCT (YES/NO)
1			
2			

Note:

1. As per Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM, EMD exemption is applicable for those offered items of which the MSE bidder is a manufacturer. For the remaining products/items, MSE bidder shall not be eligible for exemption of EMD.
2. Above confirmation shall be duly filled (Yes or No) for each item by the bidder and it shall be uploaded along with the Part 1 bid.

Signature & Stamp of the Authorized Person of bidder



Annexure-2

**FORMAT FOR INFORMATION OF PAST ORDERS:
Bidders are required to submit information of past orders**

Sr. No	1	2	3	4	5	6
Order placed by						
Order No.						
Order date						
Description of work						
Order value						
Start date as per order						
Completion date as per order						
Actual completion date						
Work completion Certificate (WCC) ref. no						
WCC date						



Annexure-3

NON DISCLOSURE AGREEMENT (NDA)

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2025 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (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.

9. 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 for a period of _____(_____) years 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 here of 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



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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 Address:

Phone No.:

Fax:

E-mail: To _____ Address:

Phone No.:

Fax No. :

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. The value of stamp paper to be confirmed from Legal Department, MDL.

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract



Annexure-4

**Undertaking for Conflict of Interest
(Duly Signed On firm's letterhead)**

We do not have any conflict of interest with other bidders. We agree for the following compliance;

1. The bidder found to have a conflict of interest shall be disqualified.
2. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
 - b. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
 - c. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
 - d. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or viceversa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.



Annexure-5

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923
(Duly Signed On firms letterhead)**

SECTION 2(B) ; “PROHIBITED PLACE” It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING” If any per unlawfully –

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS” If Any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any “PROHIBITED PLACE” would be guilty of violating the provisions of this Act.

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION” If any person having in his possession or control any official document;

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

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS” If any person for the purpose of gaining admission or of assisting any other person to gain admission to a “PROHIBITED PLACE” wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE” No person in the vicinity of any “PROHIBITED PLACE” shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8 : “DUTY OF GIVING INFORMATION” It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : “INCITEMENT” Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10 : “PENALTY FOR HARBOURING SPIES” If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11 : “SEARCH WARRANTS” If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places

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MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Annexure-6

INTEGRITY PACT

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

And.....hereinafter referred to as "**The Bidder/ Contractor**"

PREAMBLE

	<p>The Principal/Buyer intends to award, under laid down organizational procedures, contract/s forThe 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).</p> <p>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.</p>
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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 if 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.



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		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 tender containing the General Conditions of Contract (GCC) 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 or during execution of Contract 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.



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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 or 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 en-cash 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



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		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 sector 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. In case of a joint venture, all the partners of the joint venture should sign the Integrity pack. In case of sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (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 or 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.
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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.
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(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:

	<p>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.</p> <p>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.</p>
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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 (For MDL). 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



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	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.

For & on behalf of

MAZAGON DOCKSHIPBUILDERS LIMITED

(Office Seal)

Place_____

Date_____

Witness 1 :

(Name & Address)

For & on behalf of

Bidder/Contractor Name :

Bidder/Contractor Designation :

(Office Seal)

Witness 2 :

(Name & Address)



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ANNEXURE-A TO INTEGRITY PACT

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.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.1.1	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.	



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

ANNEXURE-B TO INTEGRITY PACT

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

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
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MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

	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.
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.
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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 along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such



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	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;
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-dispatch 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.
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MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 Dept. 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 misbehavior 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 / Contractors, 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	
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MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 inter-connected Agencies.



Annexure-7

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 include 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



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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 authorized to sign)

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



Annexure – 8

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall 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% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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



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time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

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")



Annexure-9

UNDERTAKING OF AUTHENTICITY FOR DESKTOPS AND SERVER SUPPLIES

Sub: Supply of IT Hardware / Software – Desktops and Servers

Ref: 1. Your Purchase Order No. _____ Dated _____

2. Our Invoice No./Quotation No. _____ Dated _____

With reference to the Desktops and Servers being supplied / quoted to you vide our Invoice No. /Quotation No. / Order No. cited above.

We hereby undertake that all the components / parts / assembly / software used in the Desktops and Servers under the above like Hard Disk, Monitors, Memory etc. shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certificate of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Resellers / SI etc.

Authorized Signatory
(not lower than Company Secretary).

Name :

Designation :

Place :

Date :

Nitin Binak

Technical Specs B SOW vetted and found OK.



अमित

Annexure-10

26/08/2025

अमित व. खानोलकर
AMIT V. KHANOLKAR
उप महाप्रबंधक (सीआईटी)
DEPUTY GENERAL MANAGER (CIT)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Govt. of India Undertaking)

SHIPBUILDING DESIGN-CAD
DOCKYARD ROAD, MUMBAI - 400 010

**TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
KEY MANAGEMENT SERVER (KMS) AND OTHER SOFTWARE FOR DESIGN**

DOCUMENT NO.

:

D-CAD/CAP/HW-SW/2025/01

05	Fifth Issue (Sr. 3.1 changed)	26/08/2025	
04	Fourth Issue (Sr. 3 changed)	11/08/2025	
03	Third Issue (Support, Sr. 7.1.14, 7.1.15 and 7.2.10 changed)	24/06/2025	
02	Second Issue (Sr. 7.1.14 and 7.2.3 changed)	04/06/2025	
01	First Issue	25/03/2025	
REV	DESCRIPTION	DATE	AUTHORISED BY
	DM (D-CAD)		GM (D)
	Prepared By		Approved By
	CM (D-CAD)		
	Checked By		


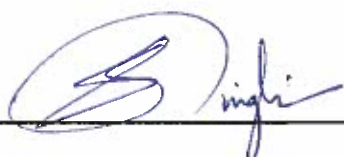

	MAZAGON DOCK SHIPBUILDERS LTD	DESIGN CAD	T.S.P. NO.	D-CAD/CAP/HW-SW/2025/01
		SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF KEY MANAGEMENT SERVER (KMS) AND OTHER SOFTWARE FOR DESIGN	DATE	26.08.2025
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1 INTRODUCTION

- 1.1 Mazagon Dock Shipbuilders Ltd (MDL) is India's lead ship building Defence Public Sector Undertaking (DPSU) under the Administrative Control of Ministry of Defence, Department of Defence Production. Major activities of the company are Ship & Submarine construction.
- 1.2 The Design Department of the Ship Building Division is spread across three floors and has its own Domain based setup independent of other setup in MDL. The security of data is a prime requirement of the Design Department.
- 1.3 MDL Design Department intends to implement storage data encryption of Virtual Storage along with implementation of network virtualization and Predictive, Proactive Virtual Environment Operations Software.

2 OBJECTIVE

- 2.1 The objective is to implement Encryption of Data at rest which include storage data encryption of Virtual Storages with Key Management Server (KMS) and other Virtualization and Database Software.

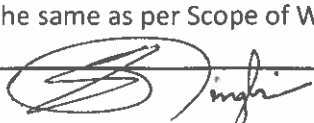
3 TECHNICAL PRE-QUALIFICATION CRITERIA (TPQC)

- 3.1 The bidder should have regularly (every financial year) for at least the last three years, ending 31 March of the previous financial year, manufactured /supplied /commissioned the Solution of KMS / Encryption / Server / Virtualization Software.
- 3.2 The bidder should have manufactured /supplied /commissioned at least one turn key solution for the KMS/Encryption including servers – 2 no's and Virtualization Software – 10 CPU's in last five years ending on the Tender Closing date.
- 3.3 The bidder should be OEM or OEM authorized partner/ system integrator of the proposed KMS Solution and should submit valid authorization documents/Partner certificate/Manufacturing Authorization Form (MAF) from OEM's for this tender along with the bid.


Note: Purchase Orders & CRAC/ Invoice/ Payment advice /Work Completion Certificates to be provided in support of experience. It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience.

4 SCOPE OF WORK

- 4.1 MDL requires bidder to Supply, Install, Test, Configure and Commission Hardware with functionality as detailed in Specifications on turnkey basis. Since the requirement is "one solution" and items are interdependent it is mandatory to manage by single vendor only hence items are not separable. It is required for the secured environment. The scope also includes assistance from the bidder during implementation phase with its Project Management expertise. The responsibility of monitoring the progress of the implementation of project, till its completion, will be solely with the bidder. The total work should be completed within 14 weeks from the date of confirmed order.
- 4.2 Develop an overall high-level Project Plan with BOM.
- 4.3 Across all level of projects, Best IT Practices need to be adopted.
- 4.4 Prepare the high-level proposed setup plans / diagrams and obtain the approval from MDL on the same as per Scope of Work.




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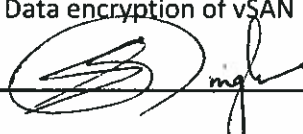
- 4.5 Connection / integration of all the supplied items with existing hardware, software to achieve the targeted function described further in this document.
- 4.6 Delivery of all the equipment's / materials as per the 'Discussed & Approved Specification' & BOM. Activity Scheduling and supervision during execution of the Project i.e. installation, to keep check whether the work done is according to the IT norms, quality & standards.
- 4.7 Review the Project together with the MDL weekly to update the progress of the project.
- 4.8 Commissioning of all the delivered materials as per the Specification & BOM. Determining Test Scenarios for various infrastructure facilities. Vetting of Test Procedures as submitted by respective bidders.
- 4.9 Vendor should prepare Solution document indicating steps, procedures, impact and risk as per the MDL requirement and approve from MDL before implementation.
- 4.10 Vendor should encrypt the virtual storage as per MDL requirements with no downtime.
- 4.11 Vendor shall configure offered network virtualization, Predictive- Proactive Virtual Environment Operations Software and Database Software as per MDL requirements.
- 4.12 Preparation and handing over of the Project documentation.

5 EXISTING SETUP

- 5.1 Design Data Center (DC): Hyper-Converged Infrastructure (HCI) with VMware as hypervisor for Compute, Storage and networking. VMware modules such as VMware vSphere Enterprise Plus, vSAN Enterprise, NSX-T Advanced etc. are implemented in Data Center.
- 5.2 Near Disaster Recovery (NDR), Far Disaster Recovery (FDR) sites also are implemented with VMware HCI.
- 5.3 Workstations: High end workstations with configurations such as Xeon based 4/6/8 Core CPU, 8/16 GB RAM, 4GB /8GB graphics card and 24-inch LED professional monitors.
- 5.4 Applications: Workstations are used for 3D CAD modeling, 2D drawings on software applications like AVEVA Marine, AutoCAD etc. These workstations are also used for other office applications like MS Office, SAP, email, intranet etc.
- 5.5 Server-Client Architecture: Application License, Database are installed on Servers. X Series servers with Direct attached storage is in place.
- 5.6 File server, Print Server, Application Server, Database Server, License Server, Antivirus Server, Active Directory are implemented.
- 5.7 HCI Infrastructure is having 10 Gbps core redundant network connectivity and end-users are having 1 Gbps network connectivity.
- 5.8 Centralized backup solution with Disk-to-Disk-to-Tape backup i.e. Veritas disk-based backup with Tape Library is in place.
- 5.9 Security Information and Event Management (SIEM) system, Network Access Control etc. are also implemented.
- 5.10 Applications are installed on workstations and users are accessing Database, files over Local Area network (LAN).

6 PROPOSED SETUP

- 6.1 Data encryption at rest is required for Virtual Storage.
- 6.2 Data encryption of vSAN having cluster of five (5) ESXi hosts each with dual CPU's.






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- 6.3 Configuration of offered Network Virtualization Software, Predictive-Proactive Virtualization Operations Software shall be integrated with existing VMware vCenter console for cluster of five (5) ESXi hosts each with dual CPU's.
- 6.4 Network Virtualization Software shall be configured with Stateless Gateway Firewall Service as per MDL requirements.
- 6.5 Predictive-Proactive Virtualization Operations Software shall be configured with custom dashboards for continuous operations management and shall be Integrated with existing.
- 6.6 Encryption dashboard shall be securely accessible via network, Secure Socket Layer (SSL) Certificate with wild card domain shall be considered during entire warranty/ support period.
- 6.7 Being turnkey project, vendor shall ensure the total solution provided by him meeting the desired functionality. Any additional Hardware / Software item deems to be necessary for achieving the desired functionality should be included in the solution.
- 6.8 All Power Cables, Fiber Cables, KVM Cables and Patch cords etc. passive items should be considered.
- 6.9 The proposed solution should have Three (3) years of onsite warranty/ support along with manpower support from date of implementation.
- 6.10 All Software upgrades / updates / major, minor releases should be provided, installed and made available without any cost to MDL during warranty/ support period.

7 TECHNICAL SPECIFICATIONS

- a. The specifications of the items/ components are mentioned below, these are based on current requirement however this can vary as per the proposed setup.
- b. Technical Specifications are indicative; Bidders shall access the technical specifications for desired functionality, performance. Any additional Hardware / Software item deems to be necessary for achieving the desired functionality, performance should be included in the offered solution.
- c. Following are the minimum / equivalent configurations / specifications / features of the required solution. Latest versions shall be considered as on Tender publishing date.

7.1 KMS SERVER – 2 NOS

S/N	Specifications	Compliance / Value
1.	Form Factor	Key Manager must be of Physical form factor Scalable Hardware encryption
2.	Certification	I. FIPS 140-2 Level 1 certified module with valid FIPS certification in the name of OEM II. Shall meet compliances such as PCI DSS, HIPAA, GDPR. III. FIPS 140-2 Level 1 complaint Hardware key management
3.	Encryption	I. Shall provide Data at rest encryption software agent for Block Cipher encryption. II. Transparent Encryption for the windows, Linux, Virtualization as well as AIX based platform.

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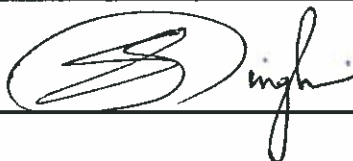
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		III. The encryption software module should be FIPS 140-2 level 1 certified.
4.	High Availability	Support for High availability with real time synchronization of keys between the KMS clustered together without the need for any external load balancer and without requiring applications to restart
5.	Authentication	The solution should support user based as well as certificate-based authentication
6.	Monitoring	I. Trigger automatic notifications for certificate and key expiry. Solution should provide provision of creating customized alert for specific event monitoring. II. Should provide the full range of logs and reports for fast compliance reporting and it should have a seamless SIEM /SOAR Integration. The solution should support common Syslog Formats.
7.	Technologies	I. The solution should be able to provide Bring Your Own Encryption technologies without depending on the native encryption from Storage or database vendors as well as without introducing any code level changes. Software must have Application Whitelisting feature to prevent Ransomware attacks and should provide Blocking of Untrusted Binaries. II. The solution shall provide an option of Bring Your Own Encryption solution for Docker images and Volumes, Multiple Databases and Unstructured Data. This BYOE option should provide transparent encryption and access control without the need of application modifications.
8.	Encryption Implementation	I. Solution should have the capabilities to offer no downtime requirement during the key rotation activities using GUI. Encryption software modules should be FIPS 140-2 certified. II. Solution should provide encryption of File Servers for Windows, Linux as well as AIX servers for data residing local or for external attached storages, seamlessly integrates in complex environment without changing the applications III. Solution should provide Transparent Encryption for large-scale high-performance file system. IV. The encryption solution should have capability to control IO distribution in peak hours
9.	Protection	The solution should offer Ransomware protection for the critical windows server machines two (2) nos per KMS server.

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		<ul style="list-style-type: none">I. The solution should support techniques to detect and take remediation from external attacks such as malware, ransomware attack etc.
10.	Key Management	<ul style="list-style-type: none">I. Centralized enterprise key managementII. The system shall be capable of managing up to 25,000 Keys.III. The KMS should support multi-domain capability with per Domain having its separate partition of HSM for storing its Master encryption key.IV. The solution should have standard secure administrative interfaces.V. The System shall support the backup of keys. The same level of protection as the original keys shall be accorded to the backups. The solution shall support backward & forward compatibility while restoration.VI. The solution should be capable of providing External Key management in case native encryption for the databases (MS SQL Server, Oracle) is being used.
11.	Simulation	The solution should provide the Learn mode capability to provide encryption implementation and testing of application in restricted network with no outside connectivity to internet.
12.	Features	<ul style="list-style-type: none">I. The Solution should not have dependency on the native encryption capabilities of storage, database or Hypervisor.II. The solution should support Hold Your Own Key services to enable organizations to control the keys used to encrypt their data.III. The solution should support key lifecycle management with built-in automation for key rotation and it should support centralized native key management.IV. The solution should support features for the management of the credentials such as from Active directory, local users, LDAP for the windows machines.V. The solution should include creation, automatic rotation, Just in Time secrets. It should be able to support for the databases password, SSH certificates.VI. The solution should offer the various support for the interface such as REST, KMIP, .NET, MSCAPI, MS CNG, Java API's and libraries for integration with custom applications.VII. The solution should support Key Management Interoperability Protocol (KMIP) version 1.4 or above. The backward compatibility of communication with other

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		<p>source systems shall also be provided. The KMIP profiles shall cover basic and advance cryptography for client and servers along KMIP storage array with self-encrypting drives for storage.</p> <p>VIII. The solution should Identify trusted applications which are approved to perform encryption/decryption of business-critical files.</p> <p>IX. The solution should support KMIP Tape library, symmetric & asymmetric key lifecycle for client and server profile.</p>
13.	Integration	Seamless Integration with SIEM and SOAR
14.	Licenses	Subscription Platform License for Virtualization as defined in Technical Specifications.
15.	Warranty and/ Support	<p>I. 3 years On-site comprehensive warranty / support with Hard disk Retention</p> <p>II. OEM technical support should be centralized helpdesk web portal as well as customer care centre telephone number for attending user complaints. The OEM help desk and customer care centre should operate 24x7x365 with and maintenance services for the entire KMS solution.</p> <p>III. OEM should have Professional Services team in India to provide support if required.</p>

7.2 VIRTUALIZATION SOFTWARE – 1 SET

S/N	Specifications	Compliance / Value
1.	Domain	Virtualisation & Cloud software
2.	Components/Modules of Virtualisation Software	Network Virtualisation and Predictive-Proactive Virtualization Operations Software
3.	Types of Licence	Subscription
4.	OEM Licensing policy	<p>I. Per physical CPU(Socket) – 10 CPU's OR</p> <p>II. Per Core –240 Cores</p>
5.	The offered product have support from OEM for	<p>I. Unlimited updation for Patches and Bug fixes within support period.</p> <p>II. Unlimited up gradation of version within support period.</p>
6.	Network Virtualisation & Operations Management Features	<p>I. The solution should have inbuilt capability with GUI interface for internal East-West load balancing capabilities.</p> <p>II. The solution should provide support for IPAM and L3 connectivity, service cluster IP and load balancing.</p>

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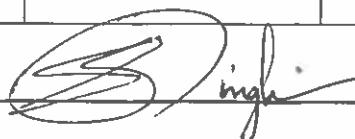
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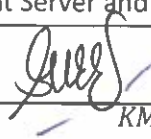
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		<p>III. The solution should be a purely software-based solution and should not be dependent on any hardware make and model.</p> <p>IV. The solution should offer to deploy virtualized network functions, administrators can build virtual networks for Virtual Machines or Virtual Desktop Infrastructure without the need for complex VLANs on underlay physical network.</p> <p>V. The solution should support security policies for virtual machines and can be defined based on grouping construct with dynamic or static membership criteria based on VM name, tags, logical switch, logical port, IPsets, computer OS Name, computer name, Active Directory, Policy, Tagging and Grouping, Object Tagging, Network Centric Grouping, Workload Centric Grouping, IP, MAC and Tag Based Groups.</p> <p>VI. The solution should support allows to extend datacentre by allowing virtual machines to retain network connectivity across geographical boundaries.</p> <p>VII. The solution should support Distributed routing and Flood Protection in-kernel with support of dynamic Routing and static Routing protocol including support for Ipv6 with Stateless Gateway Firewall Service.</p> <p>VIII. The solution should provide onboarding capability for existing VMs including visibility and show back for all the VM resources. System also must provide actions like resize, snapshot, reboot, power on/off etc for onboarded existing VM's into private cloud.</p>
7.	Automation and Life-Cycle Management	<p>I. The solution should have capability to automate the bring-up process of the software defined data center, including deployment of infrastructure VMs, creation of the management cluster, configuration of VLANs, virtual storage, virtual network, and cluster creation and provisioning.</p> <p>II. The solution should include unique lifecycle management services that automate operations for private cloud's management components, from bring up to configuration, resources provisioning and patching/upgrades.</p> <p>III. The solution should provide Versions Management to displays the versions in environment and the associated component versions in that release. Patch Management to displays the available install, update, and upgrade bundles for environment and bundle download history. Image Management to allows to import image from Central management Server and view the available images.</p>

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- IV. The solution should have capabilities including Single Sign On, Proxy Settings, Network Settings, Storage Settings, Licensing, Composable Infrastructure, Customer Experience Improvement Program, Password Management, Integrate Certificate Authority, Developer Centre-API Explorer.
- V. The Solution should provide automation and orchestration solution for automated delivery of services so that when VM/app is created it should automatically get the required virtualized compute, storage, networking, firewall, load balancing services without any manual intervention. All compute, network, storage, security, load balancing policies must follow the life cycle of VM and movement within and across DC & DR.
- VI. The solution should provide alert management on problem detection. Each notification should include a clear description of the problem and provides remediation actions needed to restore service, degradations or failures are aggregated and correlated to workload/ virtual domains to enable a clear view of the impact of any issue.
- VII. The solution should allow single management console to view the performance of the infrastructure and the blueprint designer without logging in to different URL.
- VIII. The solution should provide ready to use templates to validate configuration standards on the Virtual Machines covering security best practices, vendor hardening guidelines and regulatory mandates such as PCI-DSS, FISMA, CIS, DISA and custom compliance policies to track and enforce compliance.
- IX. The solution should provide advanced trouble shooting capabilities leveraging AI/ML technologies which would provide troubleshooting evidence consisting of events, property changes and metric abnormalities.
- X. The solution should be able to identify out of the box top VM's basis on their high resource utilization (CPU/Mem/Storage/Network/IOPS) in a single dashboard
- XI. The solution should have log analytics available in single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyse unstructured data from OS, VMs, apps, servers, storage, network and security devices etc at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting.

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8.

Predictive-Proactive
Virtualization
Operations Software
Features

XII. The solution should have Integrated log management and operation management in order to better co-relate incidents happening and should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations

- I. Predictive analytics for continuous operations management.
- II. Real-time, predictive capacity and cost analytics to proactively forecast demand and deliver actionable recommendations.
- III. Visualize CPU, memory, and disk utilization with real-time predictive analytics to project time remaining and capacity remaining.
- IV. Take actions to reclaim unused capacity such as idle VMs, snapshots and powered-off VMs.
- V. The solution should include compute Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS and must have features like proactive HA, DRS, replication, fault tolerance with continuous availability of VMs with zero downtime and zero data loss, hot add of CPU, memory, devices for windows as well as Linux VMs, VM level encryption, secure boot, uninterrupted service delivery within and across datacenter at geographical distance, distributed virtual switch, kernel embedded network and storage virtualization technology.
- VI. The solution should be able to integrate with an existing virtualization manager leveraging a dedicated or shared cluster mode to provide all running functions such as high availability, resource load balance, resource pool, DPU, and GPU support with an existing or new virtual machine.
- VII. Software defined storage should be Hardware independent to provide flexibility of choosing Hardware from any hardware OEM and should also allow to connect to FC SAN for VM migration while integrating with existing virtual environment with zero downtime and no dataloss.
- VIII. The solution should support HA for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. Should support HA for VMs with a passthrough PCIe device or a NVIDIA vGPU.
- IX. No downtime, no data loss and continuous availability for the applications running in virtual machines in the event of

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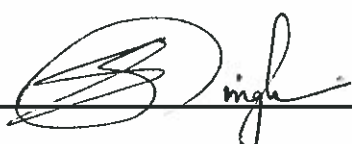
		<p>physical host failure, without the cost and complexity of traditional hardware or software clustering solutions.</p> <p>X. Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.</p>
9.	Implementation	All Offered Virtualization Software modules shall be from single OEM and shall be compatible with existing VMware based Hyper Converged Infrastructure for ensuring compatibility, seamless integration, ease of operation and management.
10.	Support	3 Years

7.3 DATABASE SOFTWARE - 2 SET


S/N	Specifications	Compliance / Value
1.	Category	Database Management System Software
2.	Software components /Modules covered in the offered product	I. RDBMS General, II. RDBMS Security, III. RDBMS Replication, IV. RDBMS Clustering, V. RDBMS Performance, VI. RDBMS Management, VII. RDBMS Integration
3.	Name of the Software	Microsoft SQL Server Enterprise 2 Core 2022 or latest or equivalent
4.	License to be supplied	Per Core
5.	License Edition	Enterprise
6.	Types of Licence	Perpetual

7.4 IMPLEMENTATION

- 7.4.1 Bidder shall Supply, Install, Test, Configure and Commission Hardware, Software as per specifications and scope of work.
- 7.4.2 All offered Virtualization Software modules shall be from single OEM and shall be compatible with existing VMware based Hyper Converged Infrastructure for ensuring compatibility, seamless integration, ease of operation and management.
- 7.4.3 Management Server of the existing setup shall be seamlessly integrated and linked to learn and gather the inventory information from the offered virtualization Software.
- 7.4.4 Encryption of Data and Virtualization is the core of the solution hence shall be implemented onsite by Server, networking experienced resources as per MDL requirements.




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8 VAPT AUDIT

- 8.1 Solution Architecture should be as per the MDL IT Security Guidelines and should be Self-Defended Architecture.
- 8.2 Document should be submitted showing all IT Hardware, Software Security Vulnerabilities and its Remedies.
- 8.3 Vendor should do Security Hardening of all IT Hardware and Software with respect to Standard Industry Security Practices
- 8.4 Vendor shall carry out Risk assessment and VAPT audit by CERT-in empanelled auditor. Security gaps if any found should be patched and confirmation audit should be completed prior to Commissioning.
- 8.5 Vendor should submit final VAPT audit closure report after remediation.


9 WARRANTY AND SUPPORT

- 9.1 Entire Solution shall have three (3) years onsite warranty/ support.
- 9.2 Standard OEM Training (minimum 2 days) shall be given by Virtualization Software OEM for two (2) executives for the offered Virtualization Software modules within the warranty/ support period at mutually agreed dates and location.
- 9.3 OEM shall provide L1-L3, 24x7x365 unlimited incident support (Telephonic/ Web/ Email) including the upgrades and updates.
- 9.4 In case of hard disk failures, the faulty hard disk cannot be taken out of MDL premises. Vendor has to provide a replacement for the faulty hard disk at no extra cost as per the timelines mentioned under downtime penalty. The vendor shall bring their licensed data recovery software (if required by MDL) and all efforts to recover the data from the failed hard disk have to be carried out.
- 9.5 The ownership of replaced defective parts would remain with the vendor and these defective should be taken off from the company premises, except for hard disk. Faulty hard disk would remain MDL property.
- 9.6 Downtime Penalty: Vendor should endeavour to maintain an uptime of 100% of entire solution during entire warranty/ support period excluding planned downtime. However, item wise penalty will be applied as follows for non-performance to the service level mentioned above as per the following, calculated for every downtime incident. MDL working day, continuation of downtime period will be considered for penalty calculations.
 - a. Downtime of any item up to 1 days - No Penalty.
 - b. Downtime of any item up to 7 days - Rs. 2,000/- per working day per item.
 - c. Downtime of any item beyond 7 days - Rs. 4,000/- per working day per item.

10 SECURITY OF INFORMATION

- 10.1 The vendor shall maintain confidentiality in respect of work carried out at MDL.
- 10.2 Utmost secrecy with respect to work related aspects of the assigned work must be maintained.
- 10.3 **Non-disclosure agreement (NDA):** Initially the participating bidders shall have to submit NDA along with their offer without any deviations on their Company's Letterhead by authorized Signatory from bidder side as per prescribed format at Annexure.




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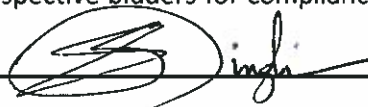
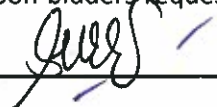
- 10.4 After placement of order, successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs.500/- in originals. Agreement will be executed by authorized representatives from Vendor and Mazagon Dock Shipbuilders Ltd.


11 WORK COMPLETION CERTIFICATE, PAYMENT TERMS

- 11.1 Work Completion Certificate (WCC) will be issued only after successful completion/commissioning of entire solution at MDL, Mumbai. WCC to be issued by competent authority from MDL not below the rank of Chief Manager.
- 11.2 The CRAC will be generated after receipt of e-invoice, ePBG and WCC issued by user dept. WCC will be issued after successful commissioning of the solution and payment will be released as per terms and conditions of purchase after reducing any deductibles and/or the amount leviable towards liquidated damages, if any.
- 11.3 95% of the total payment shall be made on successful commissioning and remaining 5% amount to be withheld till the warranty/ support period. This 5% amount shall be released at the end of warranty/ support period after deducting the penalty towards downtime if any.

12 GENERAL NOTES

- 12.1 OEM Authorization documents for Key Management Server, Virtualization, Database Software should to be submitted along with Technical Bid.
- 12.2 Vendor shall supply, install, test, configure, integrate and commission of all the Hardware and Software mentioned above.
- 12.3 Vendor shall configure all the Hardware, Software as per MDL requirement.
- 12.4 The proposed solution shall always work without internet. Internet is not connected to LAN.
- 12.5 Vendor shall submit Hard disk retention document from OEM along with installation report.
- 12.6 Vendor should assist in hardware up-gradation / integration / relocation of the equipment's under entire warranty/ support period.
- 12.7 Vendor shall provide the data sheet / specifications for the entire offered items.
- 12.8 Offered Item specifications /details, performance details, throughput evidence should be available in published OEM public documents.
- 12.9 **Passive Items –**
- 12.9.1 Compatible, sufficient length factory crimped LAN, Fiber Patch cords for entire solution should be provided.
- 12.9.2 Compatible, sufficient length Power cords, Connectors, Converters, KVM Cables for entire solution should be provided.
- 12.9.3 Cable dressing needs to done as per standard industry practice and MDL requirements.
- 12.10 **Documentation –**
- 12.10.1 Vendor shall submit documents such as Setup Architecture, detailed Network Architecture, policies, procedures, security document and take MDL approval.
- 12.10.2 Vendor shall make / provide installation document, standard operating procedure (SOP) document, maintenance manual of entire Solution.
- 12.11 MDL IT Security guidelines issued from time to time shall be binding on the vendor and their Engineer/ representatives. If Required, MDL IT Security guidelines will be made available to prospective bidders for compliance upon bidders request prior to bidding. A declaration shall

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be provided by successful vendor for their compliance to these security guidelines before commencing the execution of the contract.

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