

Mazagon Dock Shipbuilders Limited
PROJECT COMMERCIAL
SINGLE TENDER
BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS
GeM Bid No. GEM/2026/B/7874425

This is a Single Tender enquiry on enquiry on M/s Hydac (India) Private Limited, nominated by Indian Navy. Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

SUBJECT: PROCUREMENT OF OLEO PNEUMATIC BLADDER OF P75 PROPACK MU22A FOR P75-AIP PROJECT.

(A) TENDER ENQUIRY FORM:

- 1. Description:**
PROCUREMENT OF OLEO PNEUMATIC BLADDER OF P75 PROPACK MU22A FOR P75-AIP PROJECT.
The detailed scope of supply is attached as **Enclosure-1**.
In case bidder requires any documents from MDL for submission of offer, bidder to submit NDA (Non-Disclosure Agreement) as per format placed at **Enclosure-10**.
- 2. Instructions to the bidder:**
Bidder should submit all documents strictly through GeM Portal only.
- 3. Validity Period:**
Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
- 4. Earnest Money Deposit (EMD):**
Not Applicable
- 5. Submission of offer: - (SINGLE BID)**
Offer must be forwarded through GeM Portal in **SINGLE BID** and scanned copies of the below mentioned documents to be attached in the offer:
 - i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). Tender Enquiry Terms and Acceptance Format. (Enclosure-3) & DEVIATION SHEET (Enclosure-4) duly filled as ACC or DEV to be submitted.
 - ii) Bidder to submit signed scanned copy of this complete document with Scope of Supply/Work as acceptance (Enclosure-1).
 - iii) Bidder to submit declaration / certificate as per Enclosure-6 pertaining to Land border clause.
 - vi) Duly filled Rate sheet clearly indicating & applicable GST as per format at Enclosure-2.
 - vii) Bidder to submit Extract of provisions of the official secrets act, 1923 (Enclosure-7) duly signed.
 - viii) Bidder to submit following documents along with offer:
 - a) Draft QAP
 - b) ILMS FORMAT-DETAILS OF ITEMS FOR INCANTING as per format at Enclosure-09

Note:

 - a) Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. Bidder should submit offer with all relevant documents.
 - b) Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails:
aritrarouth@mazdock.com , **vhgohel@mazdock.com**
- 6. Bid Rejection Criteria: -**
Following criteria for rejection of the bids:
(A) Categorical Rejection:

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

- (i) Bids received after tender closing date and time.
- (ii) Bids received through other than GeM Portal
- (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

(B) Liable for Rejection Criteria

Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL.

- (i) OEM/Authorized Dealer/Agents of Supplier:

Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.

There can be only one bid from the following:

- (a) The principal manufacturer directly or through one Indian agent on his behalf; and
- (b) Indian/foreign agent on behalf of only one principal.

7. Delivery Schedule:

- a) Delivery Period: Items to be delivered within 10 months from the date of award of purchase order.
- b) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.

8. Pricing:

- a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.
- b) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties.

9. Terms of Payment:

No Advance payment allowed.

Payments shall be made to the seller within 15-20 days of submission of following documents:

- a) One original and two copies of signed Invoice.
- b) Copy of Goods receipt note (GRN) (for materials)
- c) Certificate of Conformity
- d) Warranty Certificate

Note:

a) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 10 Cr. as per GST Act."

b) **Trade Receivable Discounting System (TReDS) For MSEs:** TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS,

auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."

10. Inspection/acceptance criteria:

Receipt inspection of materials will be carried out by MDL-QA & IN based on Certificate of Conformity (COC), FAT reports & Warranty certificate.

Firm to submit QAP for approval within 07 days from the date of PO. QAP will be approved within 10 days from the date of submission.

Firm to notify 45 days in advance for witness of FAT.

Shelf life certificate to be submitted by the firm if applicable. Also, if applicable, firm to note that more than 80% residual shelf life should be available after delivery to MDL. Shelf life certificate should have specific mention of manufacturing & expiry date with shelf life.

Note: Rejection of Material:

Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

11. Guarantee/ Warranty:

The bidder shall warrant comprehensive warranty for a period of at least 12 months from date of delivery of items. Bidder to submit Warranty Certificate as per format at Enclosure-8.

12. Performance Security (Performance Bank Guarantee cum Security Deposit):

- i) The bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of **5 % of the value of the contract** (excluding taxes & duties) as per **Enclosure-5** for a period of delivery period+ warranty period+2 months claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.
- ii) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
- iii) In cases if the supplier / contractor has not submitted the Performance security and already commenced supply / services, Performance security will be withheld from his bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of

- order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- iv) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
 - v) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
 - vi) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performing and completing the contract in all respects.
 - vii) No exemption will be granted to any unit including MSME, SSI units and MDL Registered suppliers.
 - viii) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
 - ix) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
 - x) In case the Bidder intends to submit Bank Guarantee towards Performance Security/EMD/Advance Payment/Free Issue Material etc., the Bank Guarantee should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).
 - xi) Mandatory Requirement: - Wherever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd.) based e-BG as on date. Such letter should accompany the SFMS BG.
 - xii) IFSC Code: While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
 - xiii) Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's Bank by BG issuing bank through SFMS system.
 - xiv) Stamp Paper/Franking Receipt: - The SFMS BG will have to be given on non-judicial stamp paper/with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper /franking receipt e-stamping should be either in the name of issuing bank or the bidder.
 - xv) Receipt of SFMS BG: - The Original SFMS BG in physical form, (along with SFMS delivery Report /Message copy which has been transferred by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.

- xvi) Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advise correctly in the form of message format 760 COV vis SFMS (Structural Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- xvii) Non- Acceptance of BG:- In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details /format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- xviii) Amendment in BG: For any amendment of SFMS BG, message 760COV through SFMS should be used.

Contractor / Supplier / Vendor will be required to submit Performance Security (Performance Bank Guarantee cum Security Deposit), through either of following means at the time of delivery:

- a) By remitting equivalent amount in MDL's Bank Account and submit the proof of payment
or
b) By submission of Bank Guarantee from list of bank of international repute approved by SBI / Canara Bank published on MDL website in the MDL prescribed format as per the **Enclosure-5**.

MDL bank details are as follows:

For inward remittance of any inland deposit or any amount for BG in INR etc, the following bank A/c is to be used.

State Bank of India

Mazagaon Dock Branch, Mumbai-400010

A/c no.: 10005255246

IFSC: SBIN0009054

13. Liquidated Damages:

Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the delivered price of delayed goods.

14. Land Border Clause:

Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. The Bidder shall submit declaration / certificate as per **Enclosure-6**.

15. Breach of Obligation clause with respect to Bid submitted:

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,

- a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.

16. Public Grievance Cell:

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS

LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

17. Declaration for local content:

Local content declaration is not required for present tender as nominated firm is OEM of main equipment.

18. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.

19. Claims by Firms:

No claims by the firms will be entertained after 03 years from date of execution/completion of order.

20. In case of any technical clarifications regarding scope of work, bidder is requested to contact Mr. Aritra Routh, Deputy Manager (Design) Email Id : aritrarouth@mazdock.com, Ph No- 022 2376 3373 before the closing date of the tender.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours Faithfully,

Purchase Executive: Mr. Vimal Gohel
Deputy Manager, Project Commercial
Tel. 022-23762613
Email: vhgohel@mazdock.com

Enclosures

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate Sheet Format.

Enclosure-3: Tender Enquiry Terms and Acceptance Format.

Enclosure-4: Deviation Sheet

Enclosure-5: Format for Bank Guarantee for Performance Security

Enclosure-6: Format for Declaration/ certificate pertaining to Land border clause

Enclosure-7: Extract of provisions of the official secrets act, 1923

Enclosure 8: Format for certificate of warranty

Enclosure-9: ILMS format

Enclosure-10: Format for NDA (Non-Disclosure Agreement)

Scope of Supply for GeM Bid No. GEM/2026/B/7874425

Sr.No	Item Description	Qty	UoM	Lead Time (Months)
100	AIP-Oleo-pneumatic bladder 50 litre 250 bar , RN: 09AV000C0058	4	Nos	10

RATE SHEET**TENDER ENQUIRY NO.: GEM/2026/B/7874425**

Sr.No	Item Description	Qty (Nos.)	Basic unit Price (Rs)	Total basic Price (Rs)	Total Price including tax (Rs)	GST %	HSN /SAC Code	Quoted/ Not quoted
100	AIP-Oleo-pneumatic bladder 50 litre 250 bar , RN: 09AV000C0058	04						
Total (Rs)								

Note:

Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis on GEM portal.

Firm to submit blank rate sheet with applicable GST rate and HSN code.

Break up for the same to be shared post price bid opening. GST will be paid at actuals on non-exceeding basis.

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

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

TENDER ENQUIRY NO.: GEM/2026/B/7874425

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.			

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

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

DEVIATION FORMAT

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: GEM/2026/B/7874425

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

COMPANY'S NAME & ADDRESS :

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

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK 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 Registered office at (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or 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")

NOTE:

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

Annexure "C"

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

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No. 4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

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

4) I understand that the submission of incorrect data and / or if certificate / declaration
given by M/s
.....(name
of bidder entity) is found to be false, this would be a ground for immediate termination
and further legal action in accordance with law as per Clause 12 of the Public Order on
Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE:

Seal / Stamp of Bidder

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B): "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

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

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____(Name of firm)

Description of Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... datedenclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....

Date of successful commissioning: DD/MM/YYYY

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

Enclosure-09 : ILMS Format

Sr. no.	Propack Code	B&D Spare Description (60 characters only)	Main Equipment model and Description	OEM details to be given and not that of the Firm/Shipyard supplying equipment	OEM Address - To include Tele Numbers & E-mail Ids	OEM Part Number (Old) As per Equipment Technical Manual (24 characters only)	OEM Part Number As per ILMS Data Provided for SM-1 to SM-3 (if applicable)	OEM Part Number (Current) If different from Column G/ H	Consumable/ Repairable/ Permanent (CRP) category	VED Category (Under 10% - Vital Under 20% - Essential Under 80% - Desirable)	EASK Type (Complete Equipment - E Assembly - A Sub-Assembly - S Spare Part - K)	Component Number of Part Identification List(PL) / Drawing Reference & Details of Items	Numbers in each equipment- Applicable for assembly, sub-assembly & Below	Quantity OBS	Qty for 3SM/5yrs	Qty for 6SM/5yrs	SI Unit (eg. Kg, m, No. etc)

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014 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: Purchase Manual 5th Edition - Goods & Services - Rev. 01 Dated 04.02.2025 Page 255 of 287
 - (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 (alongwith 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. Purchase Manual 5th Edition - Goods & Services - Rev. 01 Dated 04.02.2025 Page 256 of 287
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 hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in

addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

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

To MDL

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.100/-, 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