

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	22-08-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	22-08-2025 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	200015
वस्तु श्रेणी / Item Category	eaadhaar verification hardware and software , amc for maintenance of hardware and software of eaadhaar verification system , user charge for online aadhaar verification
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	user charge for online aadhaar verification
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Aadhaar Enrollment Kit Accessories as per UIDAI Specification</li> <li>Fingerprint Scanner (Slap Scanner) as per UIDAI Specification</li> <li>GNSS Device As Per UIDAI Specification</li> </ul>
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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
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	eaadhaar verification hardware and software
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 <b>15</b> 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	75000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	52

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.

6. 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.

### **Eaadhaar Verification Hardware And Software ( 3 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	<a href="#">Download</a>
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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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)	
1	*****	*****Mumbai	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
			3	45

### Amc For Maintenance Of Hardware And Software Of Aadhaar Verification System ( 12 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	<a href="#">Download</a>
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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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	*****	*****Mumbai	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			12	410	1506

### User Charge For Online Aadhaar Verification ( 200000 pieces )

(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	<a href="#">Download</a>
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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.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	*****	*****Mumbai	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			200000	46	1506

## 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 Ayub Khan  
M( Security)  
Mazagon Dock Shipbuilders Limited  
Near Dockyard Road, Mazagon, Mumbai - 400010

### 3. **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.

### 4. **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.

### 5. **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 %.

### 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**

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---**



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

### CORRIGENDUM-1

Corrigendum-1 is being issued for the amendment / inclusion in Buyer Added ATC as tabulated below:

ATC Sr. No.	Existing Description	Amended Description
2.b.i	Commercial PQC: The average annual financial turnover of 'The bidder' during the last three years ending 31st March 2025 (i.e. for FY 2023-24, 2022-23 & 2021-22) at least Rs. 2,81,250/- (Rupees Two Lakhs Eighty-One Thousand & Two Hundred and Fifty). 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	Commercial PQC: The average annual financial turnover of 'The bidder' during the last three years ending <b>31st March 2024</b> (i.e. for FY 2023-24, 2022-23 & 2021-22) at least Rs. 2,81,250/- (Rupees Two Lakhs Eighty-One Thousand & Two Hundred and Fifty). 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
2.NOTES.(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	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 <b>fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.</b>
23	(Newly Added)	<b>IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:</b> 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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

		<p>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.</p>
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# MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

## BUYERS ADDED ATC FOR THE BID:

### Supply, Installation, Testing and Commissioning of E-Aadhaar Verification System with 01 years of warranty and post warranty, 03 year of AMC.

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:**

- Bidders seeking EMD exemption as per clause 4.xiii.m of GTC on GeM shall submit the valid supporting Document with the bid.
- 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: 0032409- BIOMETRIC & PHOTO IDENTITY.**
- EMD is also exempted for following categories of sellers:
  - 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.
  - 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:

- 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.**
- 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

#### **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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 supplied and commissioned e-aadhaar verification system / eKYC systems during last 03 years to a reputed organization. Copies of Purchase order & CRAC / Invoice / Work Completion Certificates to be provided in support of experience. It is clarified that the work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience.
- (ii) The bidder should be authorized partner / distributor / system integrator for the UIDAI e-aadhaar verification system / service and should submit valid authorization document along with the bid.

#### b. **Commercial PQC:**

- i. The bidder should have a minimum average annual financial turnover of at least **Rs. 2,81,250/- (Rupees Two Lakhs Eighty-One Thousand & Two Hundred and Fifty)** during the last three years ending 31st March 2024 (i.e. for FY 2023-24, 2022-23 & 2021-22) 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).

(Note: Start-up firms and MSE's having valid documents for the category of tendered item shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications)

### **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.
- (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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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. **ALTERNATE MSME VENDOR PAYMENT THROUGH TREDIS:**

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 " 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](mailto: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](mailto:shaiwal.sinha@m1xchange.com)

(ii) Ankit Singh, Mob : 9800250395, Mail : [ankit.singh@m1xchange.com](mailto: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](mailto:santosh.yadav@rxil.in)

(ii) ANGELIN ANBARASAN, Mob - +91-8451975191, Mail -

[angelin.anbarasan@rxil.in](mailto: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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

### 5. **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.

### 6. **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. Ayub Khan M(Securty)	022-23763377	<a href="mailto:ayubkhan@mazdock.com">ayubkhan@mazdock.com</a>
Commercial	Mr. Nitin Binak M (Comm-MP)	022-23763232	<a href="mailto:nbinak@mazdock.com">nbinak@mazdock.com</a>

### 7. **COUNTRY OF ORIGIN:**

Bidder has to submit declaration /certificate of Country of Origin of product from OEM.

### 8. **HINDRANCE REGISTER:**

Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer, delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority. the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/ contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower

### 9. **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.

### 10. **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.

**11. 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.

**12. 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.

**13. 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 4<sup>th</sup> 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

**14. 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.

**15. 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**.

**16. LD (Liquidated Damage) / Penalty:**

- a) LD applicable for late deliveries is 0.5% per week upto 10% of the contract value i.e. as per GeM GTC Sr. 15(iii).
- b) Penalty: As per Scope of work / Technical Specifications attached at **Annexure-9**





**17. Delivery / Contract Period:**

As per TSP/SoW placed at **Annexure-9**

**18. CANCELLATION OF TENDER:**

The Purchaser reserves the right to cancel/withdraw the tender into 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.

**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. 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.

**21. 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.

- 22. 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.

**23. 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



## **MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI**

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.



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

### Checklist

(To be submitted along with technical bid)

Sr. No.	Tender Clause	Remark
1	EMD	Submitted / Exempted (document for EMD submission / exemption)
2	Pre-Qualification Documents  a. Turnover & P/L stmt b. 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
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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

7	Confirmation of manufacturer of the offered product (to be submitted by MSE bidders only)	Submitted / Not Submitted
8	Conflict of interest	Submitted / Not Submitted
9	Undertaking of Authenticity of Desktop / Server	Submitted / Not Submitted
10	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.**



**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	EMD (BG) Format
Annexure -7	Format of Performance Bank Guarantee
Annexure -8	Undertaking of Authenticity for Desktop/Server Supplies
Annexure-9	Detailed Scope of Work / 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 OFFERED (YES/NO)	OF PRODUCT
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 as 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.



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

(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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 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.:



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.



**Annexure-5**

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923  
(Duly Signed On firm's 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 authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it. Shall be guilty of an offence under this Act.

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

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

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

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

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

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

---XXX---



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

### Annexure-6

#### **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 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



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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 – 7**

**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 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.



## MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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-8**

**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. Authorized 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:

**Supply, Installation, Testing, Commissioning & AMC of eAadhar Verification System in MDL – PR No.1020007434 DT. 26 AUG 2024**

**INSTALLATION & COMMISSIONING AT 03 LOCATIONS:**

1. Supply, installation, testing and commissioning of "Licensed eAadhar verification system software" linked with Govt. Aadhar Portal in MDL at following locations. The Installation will be with one year of warranty & 03 years of AMC post warranty period.

- a) MDL Security Reception, Main Gate (01 Nos PC with accessories + eAadhar software).
- b) MDL-Security Pass Issue Cell (01 Nos PC with accessories + eAadhar software).
- c) MDL-Security Reception, Gate No. 10, Alcock Yard (01 Nos PC with accessories + eAadhar software).

2. Installation & Commissioning Charges for the entire setup including laying of cables, fixing of readers, locks and all other activities on turnkey basis (training to Security Personnel).

3. The system shall be designed by selecting high-grade components of proven quality and proper design of system electronics items & other components to ensure minimum downtime. No Chinese make or origin item is permitted in the tender.

4. The vendor should supply install, configure and commission all the equipment (hardware/software) as per site requirements. The items/equipments are outlined in the bill of material by MDL shall not be a limiting factor for installation/commissioning of the Licensed eAadhar verification system software. The details are indicated below: -

- i) Data should be backed up at the local machine only and it shall not be sent or shared anywhere.
- ii) System should be of Ubuntu OS-OS as the same is suitable for the software use & the machine can be connected on CIT LAN.
- iii) The system should be VAPT audited & certified. The same comes under vendor scope.
- iv) The system should work separately on separate machine and shall not be connected with any other device at MDL.

5. MDL will provide power feed and internet connection at the point near the system, thereafter the vendor has to connect the proposed unit/system.

6. MDL will observe the system for its operation continuously for 21 days to ascertain & analyse the efficacy of the system after which the final work completion certificate for the system shall be given. The warranty of the equipment shall start from the date of work completion report submitted by user dept. for the period of one year for hardware & software. Firm shall fully support for updation, upgradation of the software during the warranty period and AMC period.

7. It will be supplier's responsibility to work out installation program with all requirements so that activity in MDL should not be disturbed.

अयुब खान  
AYUB KHAN  
मुख्य सुरक्षा अधिकारी  
CHIEF SECURITY OFFICER  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

**AMC:**

(a) Vendor shall provide AMC for the hardware and Software supplied for 2<sup>nd</sup> year, 3<sup>rd</sup> year & 4<sup>th</sup> year of contract.

(b) Any issue related to the system, hardware/software, equipment's should be resolved by the vendor by repair/replacement on receipt of the call from MDL within 03 days.

(c) **Penalty:** - Every issue should be resolved within 3 working days after logging of the call, failing in which penalty at shall be levied as per the following 3<sup>rd</sup> to 5<sup>th</sup> day Rs. 200/day, 6<sup>th</sup> to 10<sup>th</sup> day Rs.500/day, 11<sup>th</sup> to 20<sup>th</sup> day Rs.1000/day and beyond 20<sup>th</sup> day Rs. 1,200/day.

(d) Any amount against penalty will be deducted from the payments of user charge/AMC payable to the firm.

(e) Preventive maintenance of the all system & its components should be carried out in quarterly or as and when required on call basis.

(f) All Software/Hardware upgrades will be in bidder's scope during warranty & AMC.

(g) Bidder will replace all the defected parts within 4 years (During AMC & warranty).

(h) Defective Hard Disc will not be returned in any condition even after replacement by new one.

**Payment:**

(a) For hardware and software, payment will be made within 15 days of successful supply, installation, commissioning of hardware & software. Payment will be released on submission of invoice, ePBG & WCC post CRAC generation reduced by any deductible like LD, penalty etc. WCC will be issued by the user department of minimum rank of Chief Manager.

(b) Payment for AMC will be done on quarterly basis on complication of period within 15 days of CRAC generation as reduced by any deductibles as amount liveable towards LD/penalty etc. From shall submit invoice & WCC.

(c) Payment for usage consumption will be made on quarterly basis. Quantity of user consumed will be certified by the user & WCC will be issued. Based on it, firm shall raise invoice & submit along with WCC issued by user department of rank not less than Chief Manager.


**Delivery:**

(a) Supply, Installation, testing & commissioning of hardware & software to be completed within 45 days from the placement of order.

**Training:**

(a) Bidder shall provide training on the successful installation of system to 03 MDL personnel for a day at MDL.

  
प. र. पाटील  
P. R. PATIL  
प्रबंधक (प्रशासन)  
(Administration)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LTD.

  
अयूब खान  
AYUB KHAN  
प्रबंधक (सुरक्षा)  
MANAGER (SECURITY) /CSO  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LTD.



**PR NO.1020007434 dt.26.08.2024**

**Supply, Installation, Testing, Commissioning & AMC of eAadhar Verification Hardware & software System in MDL at 03 (Three) Locations- (a) MDL-Security Reception, Main Gate (b) MDL-Security Pass Issue Cell (c) MDL-Security Reception, Gate No.10, Alcock Yard with warranty of 01 (one) year**

1. The bidder should have supplied and commissioned e-aadhar verification system/eKYC system during last 03 (three) years to reputed organizations. Copies of Purchase orders and CRAC / Invoice / Work Completion Certificate to be provided in support of experience. It is clarified that the work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience.
2. Bidder should be authorized partner / distributor / system integrator for the UIDAI e-aadhaar verification system / service and should submit valid authorization documents along with the bid.

**HOD (Admin)**

**परम प. पाटील**  
**PARAG P. PATIL**  
अधीन प्रमुख/उप महाप्रबंधक (प्रशासन)  
HOD/DGM (Administration)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड

**Ayub Khan**  
**Chief Security Officer**  
**अयूब खान**  
**AYUB KHAN**  
मुख्य सुरक्षा अधिकारी  
**CHIEF SECURITY OFFICER**  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
**MAZAGON DOCK SHIPBUILDERS LIMITED**

