

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-09-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-09-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम / Office Name	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: sadeore@mazdock.com
वस्तु श्रेणी / Item Category	Custom Bid for Services - SAP INTEGRATION WITH VIM(193 Mandays) , Custom Bid for Services - OCR SETUP INVOICE AND TRAINING (34 MANDAYS) , Custom Bid for Services - OCR SUBSCRIPTION (for 3,00,000 documents for 3 years) , Custom Bid for Services - HYPERCARE STABILIZATION (20 MANDAYS)
समान श्रेणी / Similar Category	• Software Support Services 2.0 • Software Support Services 2.0 • Software Support Services 2.0 • Software Support Services 2.0
अनुबंध अवधि / Contract Period	3 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

Single Tender

Single Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	Deloitte Touche Tohmatsu India LLP

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

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

VENDOR INVOICE MANAGEMENT IMPLEMENTATION IN SAP - [1787722124.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1787896177.pdf](#)

Payment Terms:[1787896188.pdf](#)

GEM Availability Report (GAR):[1787896203.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1787896215.pdf](#)

Custom Bid For Services - SAP INTEGRATION WITH VIM(193 Mandays) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	SAP INTEGRATION WITH VIM(193 Mandays)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents
प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Mumbai	Project / Lumpsum Based	N/A

Custom Bid For Services - OCR SETUP INVOICE AND TRAINING (34 MANDAYS) (1)
तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OCR SETUP INVOICE AND TRAINING (34 MANDAYS)
Regulatory/ Statutory Compliance of Service	YES

विवरण/ Specification	मूल्य/ Values
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

Custom Bid For Services - OCR SUBSCRIPTION (for 3,00,000 Documents For 3 Years) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OCR SUBSCRIPTION (for 3,00,000 documents for 3 years)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

Custom Bid For Services - HYPERCARE STABILIZATION (20 MANDAYS) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HYPERCARE STABILIZATION (20 MANDAYS)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

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

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. 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.

3. Generic

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

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

In case of any clarifications regarding tender / technical, bidders are requested to contact as detailed [below](#)

Technical Department

1) Mr Sunil Kushwaha, Chief Manager, 022-23763227, skushwaha@mazdock.com

2) Mr P Kumaresan, DGM, 022 23762203, pkumaresan@mazdock.com

Commercial Department

1) Sumit Deore, CM , 022 23763256, sadeore@mazdock.com

2) J Kumaran, DGM, 022 23763250 itpurchase@mazdock.com

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5. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई 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---

Technical Specifications & Scope of Work

1. Introduction.

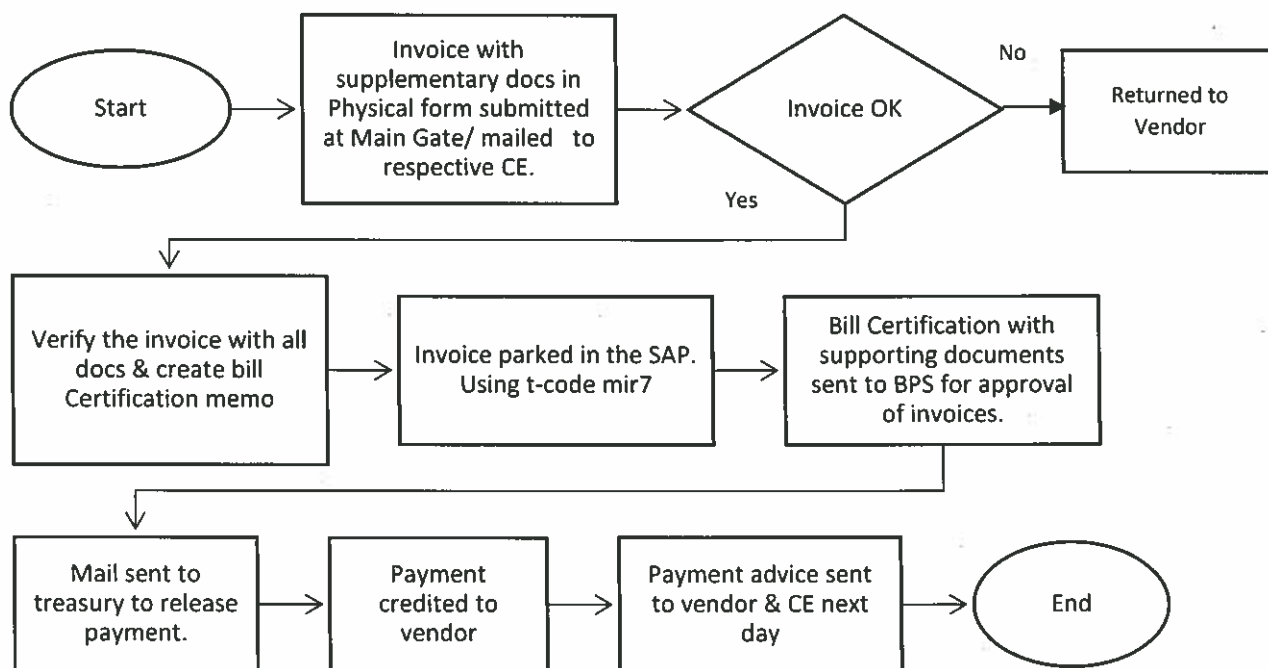
Mazagon Dock Shipbuilders Ltd (MDL) is India's leading ship building PSU. MDL currently has ERP applications ECC on SoH platform for supporting its core business functions. The current requirement is to implement Vendor Invoice Management (VIM) and integrate with existing SAP ECC 6 EHP 8.

VIM is to get bills paid in a timely manner. Checking all supplier invoices for accuracy as they are received to ensure that the goods or services being billed have been received. Route the invoices to the appropriate approvers prior to scheduling them for payment. Speeding up bill payment timely is the objective for digital transformation.

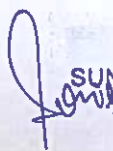
2. Existing Bill Process Procedures:

Present Process is mix of manual and digital processing as well. There is no automate process of relevant information of invoice to flow into the SAP. There is lack of process efficiency. Improvement to reduce the physical paper movement & digital processing is still a challenge for efficient operation.

a. Existing workflow is given below...



{supplementary documents like SAP PO copy, GRN copy, Delivery challan, Tax invoice, TDS/ITR declaration, GeM PO copy, CRAC, user acceptance certificate or work done certificate.}


सुनील कु. कुशवाहा
SUNIL KUMAR KUSHAWAHA (CSE)
मुख्य प्रबंधक (निपटान एकक)
CHIEF MANAGER (DISPOSAL CELL)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED


पे. कुमरेसन
P. KUMARESAN
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b. Bottlenecks in Present Bill processing process:

1. Invoice documents generally have 20-50 pages of supporting documents along with a invoice.
2. There is no automated process of relevant information of invoice to flow into the SAP.
3. Delay from indenter to receive work completion report within due time and subsequently delay in completion of GRN as well.
4. Time lapse in correspondence to provide required information or proof as demanded by finance executives.
5. Tracking of submitted Invoice status not available.

3. Existing Set up at Primary Site, NDR (Near DR) & FDR (Far DR) site

- a. SAP system: ECC 6.0 EHP 8.0 on SoH with Simple Finance 1605 (FICO, MM, HCM, ESS/MSS, PS, PP, PM, SD, QM, FLM)
Database : SAP Hana 2.0 in SAP appliance
Operating System: Suse Linux 15.5
Server type : VMware
- b. Mail System: Netcore system
Database : MariDB 10.5
Operating system: Rocky Linux 9.6
Server type : VMware

4. Summary of BOQ

Item. No	Description	Unit	Quantity	Ref. of scope (para)	Duration
10.10	SAP Integration with VIM	*Mandays	193	5,9,10	16 Calendar Weeks from PO date
10.20	OCR Setup Invoice and Training	*Mandays	34	6,9.2, 10	16 Calendar Weeks from PO date
10.30	OCR subscription (for 3,00,000 documents for 3 year)	Nos	1	7,12	16 Calendar Weeks from PO date
10.40	Hypercare (Stabilization)	*Mandays	20	8,12	4 Weeks (20 Working Days) from Go-live

5. SAP Integration with VIM consists of following (Item Sr. No. 10.10)

- 5.1 Requirements & Documentation - Understanding the requirements and defining the scope (identifying in-scope invoice documents, fields and table to extract, document type, Creation of Process design(as-is) and solution design(to-be) documentation.

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- 5.2 API from OCR to SAP - Capture OCR data and store data in Staging table for validation. Ref. para 9.1 & 9.2
- 5.3 Workflow for DMS - Workflow for DMS to assign the correct validation rule exception to correct Role.
- 5.4 Validations - Validations for different exceptions for the invoices as per Para 9.3 & 9.4
- 5.5 Reports - Reports related to processing tracking where the invoice is stuck for how long.
- 5.6 Attachment Integration- Scanned invoice, supporting documents are integrated with SAP application and Maxdb storage.
- 5.7 Notification - Mail will be configured and mail send to vendor / user about the status of invoice.
- 5.8 Testing - testing to be conducted as per para 9.6
- 5.9 Training - training to be conducted as per para 10.

6. OCR Setup Invoice and Training (Item Sr. No. 10.20)

- 6.1 Requirements & Documentation - Understanding the requirements and defining the OCR scope (identifying in-scope invoice documents, fields and table to extract, document types) Creation of Process design(as-is) and solution design(to-be) documentation.
- 6.2 Tool Setup - OCR tool set up / Installation.
- 6.3 Build/Implementation - Development activities - building OCR data extraction model and system integration testing. Ref. para 9.2
- 6.4 User Acceptance Testing - Conduct user acceptance testing to ensure the solution is working as expected and getting business sign-off in quality environment.
- 6.5 Deployment - Deploy the solution to production.
- 6.6 Training - training to be conducted as per para 10.

7. OCR License Cost (for 3,00,000 documents for 3 year) (Item Sr. No. 10.30)

- 7.1 Vendor should supply the software for invoice processing which should provide the solution proposed by MDL.
- 7.2 Software license should be on the name of MDL.
- 7.3 Supply of one time OCR license for 3,00,000 documents for 3 years subscription.
- 7.4 These 3 lakhs documents shall be used over the period of three years.
- 7.5 Vendor should provide three years product support (ref. para 12) post go-live along with stabilisation period.

8. Hypercare - Stabilization (Item Sr. No. 10.40)

- 8.1 Run and monitor the solution in production and ensure to fix any bugs identified during the defined hypercare phases.
- 8.2 Vendor shall conduct Knowledge transition sessions to MDL users.
- 8.3 Vendor shall provide 4 weeks (minimum one manpower for 20 working days) of Post go-live hyper care support to ensure the implemented solution stabilizes.

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9. Project Details (Item Sr No. 10.10)

9.1 Receipt of Invoices

- a. Vendor Invoices (PO based) received through hard copy at the reception are scanned and stored in a centralized folder.
- b. Vendor Invoices (PO based) received through mail are forwarded to common mail ID (@MAZDOCK.COM) created and also stored in a centralized folder.

9.2 OCR Reading and Integrating with SAP

- a. Invoices received above from both e-mail & hard copy are read by OCR and validated before creating MIR7 Parked document (51 series) in SAP as per the validations provided. Notification is sent to both Vendor and Commercial Executive about receipt of Invoices with 51 Series Document No. Simultaneously, a document is created with attachment in DMS system in SAP. Unique Number to be generated for Tracking.
- b. If any data is found invalid, incomplete or mismatch as per the Validations provided, MIR7(51 series) document is not created and notification is sent to both Vendor and Commercial Executive about the invalid or incomplete data and the item is kept in the folder as rejected/returned. Unique Number to be generated for Tracking.

9.3 Vendor should build application which provide following Validations prior to parking of Invoice such as but not limited to

- a. Whether Vendor Master in SAP exists or not? Whether Vendor is Blocked or not?
- b. Whether PO No in SAP exists or not?
- c. Check whether Invoice No is Duplicate?
- d. Invoice Date is in Future Date
- e. Invoice Date more than a certain period old
- f. If the OCR confidence level is low it will send notification to confirm what is correct.
- g. Handwritten invoices will not be considered for OCR
- h. One invoice will have only one PO reference

If any of the above validations fail, Invoice will be rejected and sent back to Vendor

9.4 Vendor should build application which provide following Validations after parking of Invoice such as but not limited to

- a. Invalid Currency
- b. PO not released or incomplete
- c. GRN/Service Entry not done
- d. Unit of Measure mismatch
- e. Missing/Invalid Vendor GST Registration number (PO)
- f. Missing/Invalid HSN/SAC Code (PO)
- g. Delivery Note mismatch with Invoice Reference
- h. Insufficient GRN/Service Entries

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j. TDS validation

- 9.5 Reports - Vendor should develop the following reports such as but not limited to
- a. Vendor Payment status reports
 - b. Invoice tracking reports
 - c. Error handling reports
- 9.6 System Testing - Vendor should conduct the following testing
- a. UNIT testing in development system
 - b. System integration testing in Quality system by Vendor and core team
 - c. User acceptance testing by end users in Quality system
 - d. Test scenarios will be shared for all types of testing
 - e. Vendor should provide valid VAPT audit certificate by Cert-in empanelled auditor.

10. Training

- 10.1 Vendor shall provide the 5 working days to End User training and Trainer Approach during training phase. Training will be centralized for such sessions.
- 10.2 All the training documents shall be provided in English and Word/PDF format.

11. Payment terms

- 11.1 No advance payment will be made.
- 11.2 After completion of the work (i.e post stabilization period), 90% payment of Line items (10.10,10.20,10.40) of para 4 will be made. 10% will be paid after completion of Product's support period of three years.
- 11.3 90% Payment for Line items 10.10,10.20 & 10.40 will be done on pro-rata basis as per actual manpower deputed during the period and shall not exceed PO line item quantity.
- 11.4 For line item 10.30-OCR subscription (for 3 Lakh documents for three years), 100% payment will be made after completion of the work (i.e post stabilization period).
- 11.5 VIM support shall be covered under the existing M/s Deloitte PO 3090001404 terms and conditions and without any additional cost.
- 11.6 After completion of PO 3090001404, any issue arises to be attended within 8 hours from reporting date & time and resolved within 2 working days beyond which a Penalty @ Rs.2000 per incident per day shall be deducted against the retention amount.
- 11.7 Any additional components / processes / functionality / testing required to achieve this VIM system needs to be considered in the provided solution without any additional payment.

12. Product Support

- 12.1 Product support for three (3) years shall start after completion of successful go-live of the system along with one month stabilization period.
- 12.2 The vendor shall provide and implement from time to time the ~~Updations & New releases~~ New releases/New versions of the software as required without

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any additional cost. The vendor should inform about the upgrades, updates & patches of the system and tools. Upgrades shall be carried out with approval from MDL IT team in charge.

- 12.3 The vendor shall provide support for current and migrated version of the system implemented in MDL. MDL may choose to upgrade the version of the product depending on the additional functionality & features offered. Vendor shall support the deployed /upgraded version of SAP during the support period.
- 12.4 Any system error, issues, bug fixes or any recommendations from Product vendor, will be carried out by the vendor without any additional cost to MDL.
- 12.5 Any changes related to the existing interfaces like addition/deletion of new fields, changes in the mapping, creating/modifying static and dynamic queues, structural changes etc. will be carried out by the vendor without any additional cost to MDL.
- 12.6 Any changes requests pertaining to the processes/functionality implemented in MDL for the module defined in the scope will be considered as non-commercial Change request. In this case the vendor will carry out the changes without any additional cost to MDL.
- 12.7 The vendor will analyse the messages failed in interface. They will find out the root cause of the failure of the messages and will suggest suitable solution to fix such issues.
- 12.8 The vendor should ensure audit logs are maintained to integrate with a log Management system in MDL.
- 12.9 The vendor shall manage and maintain all the custom applications, workflow in SAP. Any changes/customizations/feature upgradation to these existing applications have to be carried out without any additional cost.
- 12.10 Vendor should comply audit Compliance audited by cert-in empanelled auditor during the support period without any additional payment.

13. General

- 13.1 The vendor should do hand holding activities to the users wherever required. The consultants of the vendor to provide training for SAP processes to the users.
- 13.2 There shall be Monthly meeting during implementation between the MDL Team and the Vendors team for status review of the issues and their resolution. The Project manager from the vendor's side shall attend the meeting.
- 13.3 Vendor shall get Two weeks Mobilization period from the date of placement of order to start the work.
- 13.4 Vendor will follow the holiday calendar of MDL. They should deploy onsite support team during the MDL working days from 08.30 AM to 5.30 PM.
- 13.5 The consultants of the vendor will bring their own devices (Laptops) during the installation period. However, MDL will provide requisite desktops to the support team stationed at MDL premises to perform the support activities.
- 13.6 MDL will provide work space, a server VM (as per requirement without GPU), a desk top and a scanner.
- 13.7 The Vendor should provide contact numbers, email addresses, escalation matrix of the support team, MDL shall be kept informed well in advance in case any changes are being made in the support team.
- 13.8 Vendor should abide by all MDL policies, procedures, safety and guidelines.

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VENDOR INVOICE MANAGEMENT (VIM) IMPLEMENTATION IN SAP

This Bid is published on Single nomination vendor basis (Nomination basis) for M/s Deloitte Touche Tohmatsu India LLP.
Offer submitted by other bidders will not be considered

1) Mobilization: (2 Weeks from placement of Order)

Bidder shall complete mobilization within 2 weeks from Placement of order. During mobilization period bidder should arrange entry passes for its employees, tools and equipment.

2) Service Details: -

Service Details for GEM/2026/B/7963045		
Sr	Description	Qty
1.	SAP INTEGRATION WITH VIM (193 Mandays)	1AU
2.	OCR SETUP INVOICE AND TRAINING (34 MANDAYS)	1AU
3.	OCR SUBSCRIPTION (for 3,00,000 Documents For 3 Years)	1AU
4.	HYPERCARE STABILIZATION (20 MANDAYS)	1AU

3) Bid Rejection Criteria In case of Non-compliance / Non-acceptance to any of the terms and conditions of the tender by the bidder, their offer will be liable for rejection.

4) Payment Terms: - As mention in Scope of Work

5) ALTERNATE MSME VENDOR PAYMENT THROUGH TREDs:

- A. In order to address the financial needs of MSME firms, Gol 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
 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:
 Shaiwal Sinha, Mob: 9599224594 , Mail : shaiwal.sinha@m1xchange.com
 Ankit Singh, Mob : 9800250395, Mail : ankit.singh@m1xchange.com
 Complete Address:- M1xchange Office address (Mumbai) : A-403, The Qube 4th floor, MV road,Marol,Andheri (E) Mumbai – 400059
 - c) Receivables Exchange of India Ltd
 Contact details are as below –

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS for GEM/2026/B/7963045

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

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

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

- d) "DTX" Platform, operated by M/s Kredx Platform Pvt. Ltd

Contact details are as below:

Prathamesh Varose – +91-8600273564 prathamesh.varose@kredx.com

Jason Chongtham – +91-9600063327

- e) C2TReDS" Platform, operated by M/s C2FO Factoring Solutions Pvt. Ltd.

Contact person name: Vikas Chaurasiya +91-8445379230, vikas.chaurasiya@c2treds.com

Contact person name: Rumpi Deb, +91-8448085823, rumpi.deb@c2treds.com

6) E INVOICE:

Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds the threshold as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN)

7) Non-Disclosure Agreement (NDA): -

Bidder has to submit Non-Disclosure Agreement as per **Annexure-1** on firm's letterhead along with the bid. Post Placement of Contract the Agreement shall be executed by the bidder on Non Judicial stamp paper of INR 500.

- 8) PUBLIC GRIEVANCE CELL:** Public grievance cell headed by Shri R. R. Kumar, ED (Production) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 4th Floor, D2 Bldg, East Yard, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal by email grievance@mazdock.com and/or Telephone No. is 022-23763512

- 9) All bidders are requested to get their queries, if any, clarified in advance to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr Sunil Kushwaha, CM	022-2376-3227	skushwaha@mazdock.com
	Mr P Kumaresan, DGM (CIT)	022-2376-2203	pkumaresan@mazdock.com
Commercial	Mr Sumit Deore, CM (M-IT Purchase)	022-2376-3256	sadeore@mazdock.com
	Mr J Kumaran, DGM(IT_Purchase)	022-2376-3250	itpurchase@mazdock.com

10) 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:

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS for GEM/2026/B/7963045

- (a) **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.
- (b) **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.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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
- (g) **CARTEL FORMATION/POOL RATES:** It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

- 11) WORKMEN SAFETY AND INSURANCE:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS for GEM/2026/B/7963045

coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.

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

13) Provisions of Official Secrets Act, 1923: - The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per [Annexure-3](#), which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

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

15) CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970:-

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment

16) MINIMUM WAGES ACT : The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS for GEM/2026/B/7963045

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

17) BONUS ACT: - The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

18) FACTORIES ACT: - The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

19) EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. – declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

20) EMPLOYEES' STATE INSURANCE ACT

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

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Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

21) CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) **IPR Rights** - All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) **Confidentiality** - All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy** - If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) **Obligations of the contractor** -

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

- (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

22) PERMITS, APPROVALS AND LICENSES

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

23) DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

(i) Default in Performance and Obligations

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

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

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

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

- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

24) PURCHASER'S PROPERTY

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

On completion of work in any compartment / location of the purchaser's premises, the Bidder / Supplier / Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

25) 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.

26) 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.

27) SUBCONTRACT AND RIGHT OF PURCHASER

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

28) PATENT RIGHTS

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

29) AGENTS/AGENCY COMMISSION

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

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

30) USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

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

31) IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

32) DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

33) 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 scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration

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.

34) 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.

35) POLICE VERIFICATION OF EMPLOYEES

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser

36) PURCHASE PREFERENCE:

- 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.
- The bidder shall give self-certification for local content in the quoted item (goods / works / services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor / supplier shall submit local content certification duly certified by cost / chartered accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost / Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor / supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account.

37) Authorisation Letter: -

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

38) LIMITATION OF LIABILITY: - Limitation of liability for the PO/Contract emanating out of this tender shall be as follows:

- (a) **Cap on Liability:** The total liability of the Vendors/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed 100% of the total contract value.
- (b) **Exclusion of Certain Damages:** To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.
- (c) **Exclusions from Cap on Liability:** The cap on liability shall not apply to:
 - (i) Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
 - (ii) Breach of confidentiality obligations or infringement of intellectual property rights.
 - (iii) Indemnity obligations for third-party claims.
 - (iv) Non-compliance with applicable laws, regulations, or statutory obligations.
 - (v) Liquidated Damages expressly agreed upon by the parties.
 - (vi) Breach of obligations of Integrity Pact (IP).
 - (vii) Any other liability that cannot be limited or excluded under Applicable Law.
- (d) **Mutuality:** The liability cap shall apply mutually to both parties unless otherwise agreed in writing.

Checklist (To be submitted along with technical bid)

Sr	Tender Clause	Remark
1.	NDA (on company letter head) As per Annexure-1	Submitted / Not Submitted
2.	Signed copy of ATC	Submitted / Not Submitted
3.	Declaration of local Contents as per Public Procurement (Preference to Make in India) Order, 2017 (on company letter head)	Submitted / Not Submitted
4.	Conflict of interest (on company letter head) As per Annexure-2	Submitted / Not Submitted
5.	Official Secret Act (on company letter head) As per Annexure-3	Submitted / Not Submitted
6.	Malicious Code Certificate (On Company letterhead) As per Annexure-4	Submitted / Not Submitted
7.	Details of contact person of the bidder Name: Designation: M.No. Email:	
8.	Authorisation Letter	Submitted / Not Submitted

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

Annexures

Annexure-1	Non-Disclosure Agreement (NDA)
Annexure -2	Conflict of interest
Annexure -3	Extract of Official Secret Act
Annexure – 4	Malicious Code Certificate

Annexure-1**NON DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2025 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”). MDL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

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

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

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

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.
2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

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4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
 - (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - (b) Be only disclosed to, and used by, those employees or directors who have a need to know.
 - (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
 - (a) Disclose to any person, directly or indirectly:
 - (i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - (ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
 - (iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
 - (b) Make any private or public announcement or statement concerning or relating to the Proposal.
9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
 - (a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
 - (b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
 - (c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results

obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
 - a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
 - b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
 - c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.
13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter here of and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS for GEM/2026/B/7963045

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

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract

**Undertaking from The Bidder Regarding Conflict Of Interest
(Duly Signed On firms letterhead)**

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

(i) 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;

(ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating;

(iii) 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 Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or

(iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or viceversa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV;

Signature & Stamp of the Authorized Person of bidder

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

(Duly Signed On firms letterhead)

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

SECTION 3 : "PENALTIES FOR SPYING" If any per unlawfully –

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

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

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

- a) Willfully communicates to any person, other than a person, who is 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

**MALICIOUS CODE CERTIFICATE
(Duly Signed On firms' letterhead)**

- 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.

Signature & Stamp of the Authorized Person of bidder

---XXX---

VENDOR INVOICE MANAGEMENT (VIM) IMPLEMENTATION IN SAP
GEM/2026/B/7963045

Sr	Description	Unit	Basic Rate (₹)	Taxes (₹)	Total (₹)
1	SAP INTEGRATION WITH VIM (193 Mandays)	1 AU			
2	OCR SETUP INVOICE AND TRAINING (34 MANDAYS)	1 AU			
3	OCR SUBSCRIPTION (for 3,00,000 Documents For 3 Years)	1 AU			
4	HYPERCARE STABILIZATION (20 MANDAYS)	1 AU			