

## **TENDER CORRIGENDUM – I**

Corrigendum-I to GeM bid: GEM/2025/B/5991506 dated 11.03.2025 for upgrading and AMC of MDL website for 05 years.

1. Tender closing date has been extended from 01.04.2025 to 11.04.2025 .
2. Following points shall be the integral part of tender terms and conditions along with Buyer Added Bid Specific ATC (attached below), originally linked with the bid document.

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**1. Corrigendum I to GEM Tender:  
GEM/2025/B/5991506 dated 11.03.2025-  
Ugradation and AMC of MDL website for  
05 years**

**Subject:** Corrigendum I to GEM Tender: GEM/2025/B/5991506 dated 11.03.2025 - Upgradation and AMC of MDL website for 05 years

Following changes are to be incorporated in Technical Specification of tender GEM/2025/B/5991506 dated 11.03.2025 - Upgradation and AMC of MDL website for 05 years.

Scope of Work Reference	Scope of Work Document Page no.	Provisions under Existing Scope of Work	Revised Provisions added to Scope of Work
Para I	Page 1 of 16	Not available	No. of Avg. Daily Active Users: Approx. 1040 Nos.  No. of concurrent users: Approx. 04 Nos.  DB Size: 5 GB
Para II 10.10	Page 2-3 of 16	Upgradation of Website and Website Application modules to latest version of .NET platform	The latest version of platform shall be .NET 9 or above, whichever is latest stable version post placement of contract.
Para II 20.10 A.(i).(f )	Page 3 of 16	Not available	Email and Payment Gateway integration is already done on MDL Website wherever required. Applications may be required to integrate with NIC SMS gateway.  Email and SMS integration to website and applications is to be done through NIC relay server and NIC SMS Gateway respectively. API shall be provided to contract awarded firm through NIC.
Para II 10.10 & Para II 20.10	Page 2-5 of 16	Not available	Contract awarded firm shall procure Tools/licences (if any) whitelisted by CERT-In required for upgradation, maintenance of website and server activity.
Para II 20.10 A.(i).(a)	Page 3 of 16	Updating website pages and related documents, database as and when required.	Updating website pages and related documents, database as and when required. Contents and Images will be provided by MDL and shall be managed by Contract awarded firm.
Para II 30.10 (d)	Page 6 of 16	The Audit count will be <b>one</b> only, irrespective of no.	(i). Post clearance by <b>auditor</b> for Phase I, CIRA VAPT will be performed.

*[Signature]*

		iterations of security audit required for closure of CIRA VAPT observations and 'safe to host' clearance from CIRA. (For one complete cycle).	(ii). For the CIRA VAPT clearance, it may require to provide fresh Certificate & report from <b>auditor</b> . (iii). Further, there may be multiple rounds of audits required from <b>auditor</b> with fresh Certificate & report against CIRA observations to conclude CIRA VAPT. (iv). This complete cycle shall be treated as "One Security Audit" for the respective audit request of MDL. -- Refer Clause 30.10 from SOW in this regard.
Para II 40.10 - point (i) & Para II 50.10 point (i)	Page 8 of 16 & Page 9 of 16	Not available	MDL Website is GIGW 2.0 complied by SETL. GIGW 3.0 compliance Audit is under progress through existing contract. Accessibility Audit by IAAP Auditor is under progress through another contract. If any gaps (open observations) in both above mentioned Audits, shall be addressed and resolved by the contract awarded firm through line item 60.10 & 70.10.
Para II 40.10 - point (j) & Para II 50.10 point (j)	Page 8 of 16 & Page 9 of 16	Not available	Contract awarded firm shall sign all documents required to be submitted for compliance of 'GIGW certification by STQC' & 'Accessibility Audit by IAAP Auditor' for MDL Website.
Para II 80.10	Page 10 of 16	No. of Onsite Engineer to be deployed and Selection process is not defined	01 (One) No. of Onsite Engineer is required to be deployed at MDL site. MDL will finalize the onsite engineer selection after verifying qualification and conducting interviews with shortlisted candidates provided by contract awarded firm.
Para II 90.10	Page 10 of 16	Type of SSL Certificate and Validity period is not defined	Type of Star SSL Certificate: SSL DV (Domain Validation). Certificate shall be valid throughout the contract period

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24 May 2024

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## **2. Technical Specifications and Scope of Work (Ver 7 dtd 24.03.2025)**

## **Upgradation and AMC of MDL website for 05 years**

### **I MDL website Brief Introduction**

MDL website is hosted on NIC Cloud Meghraj to ensure high availability and secure environment. MDL has opted Platform as a Service (PaaS) from NIC Cloud for hosting MDL website. PaaS provides pre-installed web and database servers to publish website and its applications. In addition, PaaS also provides server vulnerability assessment, server backup & anti-virus and network / application firewall facilities.

MDL website comprises of high-end Web technology to make the website extra secure and free from possible virus threats.

Below are the details related to the web technologies currently used on the website:

- Current domain of Website is: <https://mazagondock.in>
- Website Pages: MDL website consists of a number of static and dynamic pages in Hindi and English. Website is hosted on Windows Server 2019 (IIS 10.0). Website is developed in .NET 6, Website Application Modules in .NET framework version 4.8 & database MSSQL 2019. MDL website has a CMS to manage the website content as well as a dynamic application module for uploading & displaying of Tender Notifications of various Commercial Departments, application for uploading & displaying Career Notifications for Executives, Non-Executives and Apprentices in the MDL Website Admin end.
- No. of Avg. Daily Active Users: Approx. 1040 Nos.; No. of concurrent users: Approx. 04 Nos.
- DB Size: 5 GB
- Front-end Tool to manage the Server side Scripts is ASP.NET
- The entire website contains various formats like HTML, SHTML, JPEG, GIF, MPEG, MP3, MP4, PDF, XLS, XLSX, ZIP, PEARL CGI, JAVA, PHP, ASP, ASPX etc.
- The website is bilingual - Updating in both English and Hindi version simultaneously.

### **II Scope for Upgrade and AMC of MDL website for 05 years**

10. Upgrading Website and Website Application Modules to latest .NET Platform
20. Maintenance of website and its servers for 05 years
30. Security Audit of MDL website and applications by CERT-IN and STQC empanelled Auditor
40. GIGW latest version compliance Certification for MDL Website by STQC
50. GIGW latest version Annual Surveillance Audit of MDL website by STQC
60. Creation of New Dynamic Pages and Database
70. Modification of New Dynamic Pages and Database
80. Onsite Engineer
90. Star SSL Certificate



## 10.10 Upgrading Website and Website Application Modules to latest .NET Platform

The existing website pages are in .NET 6 (Core) platform and Website Application Modules are under .NET 4.8 Framework. The line item 10.10 is for the upgradation of website and application modules to the latest version of .NET platform. **The latest version of platform shall be .NET 9 or above, whichever is latest stable version post placement of contract.**

‘Upgradation of website and its application modules to latest .NET Platform’ and ‘Maintenance of existing MDL website and application modules’ will be parallel activity. In addition to all upgradation activities, vendor shall maintain existing website to ensure uninterrupted support. **Contract awarded firm shall procure Tools/licences (if any) whitelisted by CERT-In required for upgradation, maintenance of website and server activity.**

### Code Upgrade:

- Upgrading of existing MDL website and application modules to latest .NET Platform. **The latest version of platform shall be .NET 9 or above, whichever is latest stable version post placement of contract.**
- Upgradation of the .NET platform to be carried out as and when required on requirement of cyber security audit/VAPT Report for compliance purpose.
- Ensure compatibility with existing/latest libraries, functionalities, third party integration, payment gateway and custom codes.
- Ensure the new .NET Platform includes the latest security patches.
- Optimize and Refactor inefficient and redundant code to improve performance, maintainability and security.
- Leverage the latest .NET performance improvements.
- Ensure that existing database version is compatible with upgraded .NET version. If required, upgrade the database management system.
- Upgradation also involves changing design and the entire look and feel of the website application modules (Refer the **para III**) in line with current theme of website, including migration of existing applications and content on a new platform, complying with Guidelines for Indian Government Website (GIGW latest version Compliant).
- Update CSS/Java Script to support responsive and fluidic design of website and its modules.
- CMS using latest GUI design approach to adapt to various screen size, browser and device compatibility with AI/ML capabilities as per MDL requirements.
- Any development should follow the latest CERT-In Guidelines. (Refer Guidelines for secure Application Design, Development, Implementation & Operations currently available at [https://cert-in.org/PDF/Application\\_Security\\_Guidelines.pdf](https://cert-in.org/PDF/Application_Security_Guidelines.pdf) and relevant latest versions)

### Integration and System Testing

- Ensure all existing unit tests run successfully in upgraded environment.
- Verify all website functionalities (front end and back end) work as expected post-upgrade. Perform load testing to ensure the website can handle the same or greater volume of traffic.
- Website and Modules must be tested across various devices and screen sizes to ensure responsiveness and usability.
- Optimize Website performance for faster load times on all devices and browsers.

### Deployment:

- Post development to a staging environment, Security Audit from CERT-IN empanelled auditor to be done and after compliance the site to be deployed on Production server.
- Timeframe for completion of upgradation of .NET platform will be 06 months plus 1 additional month for security clearance.



- The bidder has to provide the details of the platform versions and tools that will be used for the development as part of the bid. Also the bidder has to provide the detailed process of how this conversion/development of the upgradation will take place with milestones.
- The upgradation shall be subject to GIGW latest version certification post deployment. Efforts to be made during development that GIGW aspects are also taken care of in the development process itself for faster certification.
- Monitor the website after deployment to ensure stability and performance.

**Deliverables:**

- Updated Website with latest .NET Platform. **The latest version of platform shall be .NET 9 or above, whichever is latest stable version post placement of contract.**
- Comprehensive testing and bug reports.
- Documentation and User Manual to be provided to MDL for smoother maintainability.
- Updated source code of website to be provided to MDL.

**20.10 Maintenance of website and its servers for 05 years (i.e. 60 months):**

Maintenance of existing website and its servers will be start from 24 May 2025 or from the date of start PO, whichever is later.

**A. Maintenance of Website and its applications**

- Maintenance of website its applications involves ongoing activities aimed at ensuring the website remains functional, secure, up-to-date, and aligned with business goals. **Contract awarded firm shall procure Tools/licences (if any) whitelisted by CERT-In required for upgradation, maintenance of website and server activity.**

**(i) Regular maintenance activities:**

- a) Updating website pages and related documents, database as and when required. **Contents and Images will be provided by MDL and shall be managed by Contract awarded firm.**
- b) Updating in both English and Hindi version simultaneously conformity with GIGW latest version guidelines.
- c) Continuously monitor website performance using tools and track site uptime and response time.
- d) Regularly update meta tags, alt texts, and descriptions to maintain SEO rankings.
- e) Post Website upgradation to latest .NET platform (as per line item 10.10), MDL website shall be upgraded to latest .NET platform, whenever new stable version is released and/or support for existing .NET platform is about to expire.
- f) **Email and Payment Gateway integration is already done on MDL Website wherever required. Applications may be required to integrate with NIC SMS gateway. Email and SMS integration to website and applications is to be done through NIC relay server and NIC SMS Gateway respectively. API shall be provided to contract awarded firm through NIC.**

**(ii) Resolution of Problems/Issues:**

- a) Solving day-to-day issues related to MDL website & all its applications
- b) **Bug Resolution:** If the website / applications needs to be bug fixed or any error occurs or any minor changes or minor upgradations need to be made in the website / applications, then vendor should maintain / modify the website and its applications as per requirement given by MDL.

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- Identify and fix bugs reported by users, detected during monitoring, or discovered during routine maintenance.
- Prioritize bugs based on their impact on the website's functionality and user experience.
- Document all bug fixes and update relevant sections of the code repository.
- Replacement of obsolete software/codes and related drivers/application with latest compatible software/codes with latest drivers/application.

### **(iii) Security Management**

- Implement all application level security patches
- Monitor the website for potential vulnerabilities and fix them before exploitation.
- Implementation Web Application Firewall (WAF) and testing of website performance under WAF to protect against threats like DDoS attacks, SQL injections and other malicious activities.
- Feature Enhancements:**
  - Implement enhancements or new features as requested by the MDL, such as adding new plugins, modifying layouts, upgradation to latest .NET platform or updating site functionality.
  - Ensure all enhancements are tested in a staging environment before being deployed to production.
- Logs:** Maintain and review following logs and provide as and when required by MDL
  - **Application Logs** – Error Logs, Warning Logs, Info logs and Debug Logs.
  - **Security Logs** – Authentication Logs, Authorization Logs, Intrusion Detection Logs
  - **User Activity Logs** – Session Logs, Audit Logs

## **B. Maintenance of Servers:**

Maintenance of Servers includes ongoing support and management of hosting server environment. This includes ensuring servers' security, stability, performance and scalability while minimizing downtime and resolving technical issues that may arise.

### **(i) Monitoring and Performance Optimization:**

- Continuous monitoring of Server performance, uptime, CPU, Memory and bandwidth.
- Optimize server resources and database performance.
- Archival of old file/data and organization of files/data available at path/directory.
- Clean and optimize website database to ensure fast query execution and minimal load time.
- Remove unnecessary data like old revisions, unused metadata and logs to improve database efficiency.
- Uptime, Traffic, Error Monitoring using tools whitelisted by CERT-In.

### **(ii) Backup and Restore of File System and DB:**

- Schedule automated backups of server data (Web files, databases) with periodic testing.
- Monitoring backup process of website & applications.
- Vendor shall provide the complete backup of the data and also take backup on regular basis. Vendor shall collect backup of MDL website from NIC as and when required.



**(iii) Security Management:**

- Patching of Vulnerabilities related to Windows, Security Policy, Office Applications, other applications, etc. as per VA Report, CERT-In and other govt. agency guidelines.
- Updating of all Open Source or Proprietary -Applications, Frameworks, Software, Packages, IDEs, Databases, Reporting/BI/Analytical Tools, Services, APIs, Components, Libraries, Plugin etc., used on servers with the latest updates/patches.
- Installation of NIC Provided Antivirus Clients on all Servers. Full System scan should be done at least once in a week and Quick/Flash scans should be done at least once in a day.

**(iv) Coordination with NIC cloud/support team for resolving server related problems/issues as and when required.**

**(v) Logs**

- Maintain and review following logs and provide as and when required by MDL
  - Webserver Logs - Access and error logs
  - DB Logs – Access, Query, Error and Transactional Logs
  - FTP Logs
  - Backup Logs

**C. Renewal of Domains:**

Vendor shall provide support including renewal/registration costs during the period of the contract for the 8 domains: 8 domains currently registered with MDL –

Sr No.	Domain Name
1	mazdock.com
2	mazdock.co.in
3	mazdock.org
4	mazdock.in
5	mazdock.net
6	mazagondock.in
7	mazagondock.co.in
8	mazagondock.org

**D. Deliverables:**

- **Documentation:**
  - Maintain up-to-date documentation for all aspects of the website, including system architecture, software versions, and configuration settings.
  - Document all changes made during maintenance, including software updates, security patches, and configuration changes.
  - Document all reported problem/issues/bugs/vulnerabilities and their root cause with RCA and PCA.
  - Document version changes of any changes to code.
  - Provide the MDL this documentation as and when required.
- **Monthly Reports:**
  - Provide comprehensive monthly reports that include:



- Summary of all maintenance activities performed including all logs.
- Detailed performance metrics (load times, uptime, traffic, etc.).
- Implementation of Security updates/Patches as per CERT-In and other govt. agency guidelines
- Error logs and resolutions.
- Recommendations for future improvements or upgrades.
- **Backup and Restore Documentation:**
  - Provide a comprehensive backup and restore guide, detailing the steps required to restore the website from a backup in the event of a failure.
  - Ensure that the MDL team is familiar with the backup and restore process.

### **30.10 Security Audit of MDL website / application by CERT-In and STQC empanelled auditor**

As MDL website is hosted on NIC Server, security audit of the website/web applications by **CERT-In empanelled auditor** and **CIRA** is prerequisite whenever there are major changes in the website/web applications.

**To avoid repetitive audits** - one for CERT-In security audit and **another** security audit for GIGW latest version compliance for MDL Website, the auditor shall be the CERT-In empanelled auditor and also registered under Website Quality Certification Scheme in STQC. (Refer STQC rules and procedures – STQC/WQCS/D01 issue: 2.0 dated June 2023 and relevant latest updates)

Whenever **auditor** is mentioned, it should be considered as 'CERT-In and STQC empanelled Auditor'.

Before uploading the modified web contents (which includes dynamic web pages) on production server of NIC –

- a) The firm/vendor should get the website audited from **auditor** on testing URL hosted on development or NIC testing server. After patching all vulnerabilities and successful audit by **auditor**, Security Audit Report and "Safe to Host" Certificate shall be provided to MDL.
- b) NDA to be signed with **auditor** and MDL as per CERT-In and STQC guidelines.
- c) Post clearance from **auditor**, testing website shall be audited by CIRA. VAPT Audit shall be done by CIRA on request from MDL. Any observations/vulnerabilities reported by CIRA VAPT report shall be complied and re-audited by **auditor** again and fresh Test Report and Safe to Host (STH) certificate from **auditor** shall be obtained.
- d) The Audit count will be **one** only, irrespective of no. iterations of security audit required for closure of CIRA VAPT observations and 'safe to host' clearance from CIRA. (For one complete cycle).
  - (i). Post clearance by **auditor** for Phase I, CIRA VAPT will be performed.
  - (ii). For the CIRA VAPT clearance, it may require to provide fresh Certificate & report from **auditor**.
  - (iii). Further, there may be multiple rounds of audits required from **auditor** with fresh Certificate & report against CIRA observations to conclude CIRA VAPT.
  - (iv). This complete cycle shall be treated as "One Security Audit" for the respective audit request of MDL.



- e) Post Security Audit clearance and Safe to Host Certificate received from 'CERT-In and STQC empanelled Auditor' and CIRA, clearance certificate from Application Security Group, NIC is to be obtained.

CERT-In empanelled auditor list is available at <https://cert-in.org.in/certEmpanelment.jsp>

Scope for website security audit includes:

**First Phase (CERT-In and STQC Empanelled Auditor):**

1st round of audit:

The website/web application contents Audit (1st round of audit) to be carried out on Vendor development server on the basis of the OWASP Top Ten - List of the 10 most dangerous current Web application security flaws along with effective methods of dealing with those flaws. As a scope of work, the following needs to be evaluated but not limited to:

- Invalidated input - Invalidated requests being used by a web application including Buffer overflows.
- Broken access control
- Broken authentication and session management - Evaluate the Proper Protection of Account credentials and session tokens.
- Cross site scripting (XSS) flaws
- Insecure Communications - Failure of web application to encrypt network traffic when it is necessary to protect sensitive communications.
- Injection flaws (particularly SQL injection) - Passing of parameters by Web applications access external systems or the local operating system.
- Information Leakage and Improper Error Handling - Error conditions that occur during normal operation are not handled properly.
- Insecure Cryptographic storage
- Denial of service (DOS) - Consumption of resources by MIS Application to a point where other legitimate users can no longer access or use the application.
- Insecure configuration management
- Cross Site Request Forgery (CSRF)
- Any other Vulnerabilities.

Any deviation from OWASP and vulnerability reported by the **auditor** during testing is to be fixed by the Vendor. OS level audits & system level VAPT should also be part of audit.

2nd round of audit: Audit (2nd round of audit) to be performed on the deviation from OWASP audit and vulnerability reported by the **auditor** in 1st round of audit.

After successful completion of website security audit, "Safe to Host" Certificate and Audit Report obtained from **auditor** to be submitted to MDL.

**Second Phase (CIRA):**

Post completion of phase one, testing website shall be audited by CIRA. VAPT Audit shall be done by CIRA on request from MDL.

Any observations/vulnerabilities reported by CIRA VAPT report shall be complied and re-audited by **auditor** again (as per **first phase**) and fresh Test Report and Safe to Host (STH) certificate from **auditor** shall be obtained, till VAPT Audit clearance for MDL Website is obtained from CIRA.



### **Third Phase (NIC Application Security Group):**

Post completion of second phase, clearance certificate from Application Security Group, NIC is to be obtained for safe hosting on NIC Production Server.

The audited contents will be uploaded to NIC production server only after completion of third phase i.e. Website Security audit clearance obtained from 'CERT-In and STQC empanelled Auditor' and CIRA, followed by 'Safe to Host' Clearance certificate from Applications Security Group, NIC.

### **Deliverables:**

- 'Safe to Host (S'HH)' Certificate and Audit Report from 'CERT-In and STQC Empanelled Auditor'.
- Clearance of CIRA VAPT Audit observations/vulnerabilities for Safe to Host Certificate and Audit Report by CIRA.
- Clearance from 'NIC Application Security Group' post clearance from 'CERT-In and STQC Empanelled Auditor' and CIRA.
- Website security audit by 'CERT-IN and STQC empanelled auditor' will be done -
  - Full audit once a year.
  - Any new developments or change in dynamic content or as and when requested by MDL.

### **40.10 GIGW latest version compliance Certification for MDL Website by STQC**

- a) Wherever GIGW is indicated, it to be considered as '**GIGW latest version**' compliance.
- b) MDL website is required to be certified by the Standardisation Testing and Quality Certification (STQC) Directorate of the Ministry of Electronics and Information Technology (MeitY), Government of India, for compliance with GIGW guidelines.
- c) The final output must be audited against latest GIGW guidelines and detailed audit report along with compliance certificate from STQC must be obtained by the vendor and submitted to the Company.
- d) Any deviation from GIGW and vulnerability reported by the STQC team during testing is to be fixed by the Vendor.
- e) After satisfactory assessment results, the Certificate of Registration and Certification Mark is issued by STQC. GIGW compliance Certificate by STQC shall be valid for three years from the date of issue with annual surveillance audit.
- f) Vendor shall obtain GIGW Compliance Certificate by STQC and hand over the same to the MDL in original.

**References:** Refer STQC (<https://stqc.gov.in>) and GIGW website (<https://guidelines.india.gov.in>) for latest documents and procedures/updates.

Currently available documents are as follows:

- Preparation of Website Quality Manual as per the template provided on STQC Website (URL: [https://stqc.gov.in/sites/default/files/tenders/WQM\\_0.pdf](https://stqc.gov.in/sites/default/files/tenders/WQM_0.pdf)) in compliance with GIGW guidelines for submission to STQC.
  - GIGW Compliance & Certification Handbook can be referred for the process on URL: (<https://guidelines.india.gov.in>)
  - STQC website can be referred for Website Quality Certification Procedure (<https://stqc.gov.in/content/website-quality-certification-0>)
- g) Vendor should obtain Website Audit Certificate of MDL Website for digital accessibility compliance by an accessibility expert who holds certification from IAAP – International Association of Accessibility Professionals.



- h) Vendor should comply with latest WCAG (Web Content Accessibility Guidelines) version AA standards, GIGW and other accessibility guidelines.
- i) MDL Website is GIGW 2.0 complied by SETL. GIGW 3.0 compliance Audit is under progress through existing contract. Accessibility Audit by IAAP Auditor is under progress through another contract. If any gaps (open observations) in both above mentioned Audits, shall be addressed and resolved by the contract awarded firm through line item 60.10 & 70.10.
- j) Contract awarded firm shall sign all documents required to be submitted for compliance of 'GIGW certification by STQC' & 'Accessibility Audit by IAAP Auditor' for MDL Website.

**Deliverables:**

- Website Quality Manual as per GIGW guidelines.
- GIGW latest version Compliance Certificate from STQC.
- Website Audit Certificate of MDL Website for digital accessibility compliance from IAAP (International Association of Accessibility Professionals) complying with latest WCAG (Web Content Accessibility Guidelines) version AA standards, GIGW and other accessibility guidelines.
- Accessibility Conformance Report (ACR): Deliver a formal report based on the latest Voluntary Product Accessibility Template (VPAT) that certifies MDL Website's compliance with accessibility standards.
- Accessibility Statement: Develop a clear, concise Accessibility Statement to be published on MDL Website.

**50.10 GIGW latest version Annual Surveillance Audit for MDL Website by STQC**

- a) Wherever GIGW is indicated, it to be considered as '**GIGW latest version**' compliance.
- b) Every year **surveillance Audit** for MDL website is required to be cleared by the Standardisation Testing and Quality Certification (STQC) Directorate of the Ministry of Electronics and Information Technology (MeitY), Government of India, for compliance with GIGW guidelines.
- c) The final output must be audited against latest GIGW guidelines and detailed audit report along with compliance certificate from STQC must be obtained by the vendor and submitted to the Company.
- d) Any deviation from GIGW and vulnerability reported by the STQC team during testing is to be fixed by the Vendor.
- e) After satisfactory assessment results, the Certificate of Registration and Certification Mark is issued by STQC. Annual Surveillance Audit Certificate shall be valid for one year from the date of issue.
- f) Vendor shall obtain GIGW Annual Surveillance Compliance Certificate by STQC and hand over the same to the MDL in original.

**References:** Refer STQC (<https://stqc.gov.in>) and GIGW website (<https://guidelines.india.gov.in>) for latest documents and procedures/updates.

Currently available documents are as follows:

- Preparation of Website Quality Manual as per the template provided on STQC Website (URL: [https://stqc.gov.in/sites/default/files/tenders/WQM\\_0.pdf](https://stqc.gov.in/sites/default/files/tenders/WQM_0.pdf)) in compliance with GIGW guidelines for submission to STQC.
- GIGW Compliance & Certification Handbook can be referred for the process on URL: (<https://guidelines.india.gov.in>)
- STQC website can be referred for Website Quality Certification Procedure (<https://stqc.gov.in/content/website-quality-certification-0>)





- g) Vendor should obtain Website Audit Certificate of MDL Website for digital accessibility compliance by an accessibility expert who holds certification from IAAP – International Association of Accessibility Professionals.
- h) Vendor should comply with latest WCAG (Web Content Accessibility Guidelines) version AA standards, GIGW and other accessibility guidelines.
- i) MDL Website is GIGW 2.0 complied by SETL. GIGW 3.0 compliance Audit is under progress through existing contract. Accessibility Audit by IAAP Auditor is under progress through another contract. If any gaps (open observations) in both above mentioned Audits, shall be addressed and resolved by the contract awarded firm through line item 60.10 & 70.10.
- j) Contract awarded firm shall sign all documents required to be submitted for compliance of 'GIGW certification by STQC' & 'Accessibility Audit by IAAP Auditor' for MDL Website.

**Deliverables:**

- Website Quality Manual as per GIGW guidelines.
- GIGW latest version Annual Surveillance Compliance Certificate from STQC.
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- Accessibility Statement: Develop a clear, concise Accessibility Statement to be published on MDL Website.

**60.10 Creation of New Dynamic Pages and Database**

Any major change / any enhancement / new development should be carried out by Vendor as requested by MDL. The requirement shall be mapped into number of pages (unit of measurement) which shall be deployed as part of the changes/enhancement. The no. of pages shall be consumed at actual post completion of activities, based on MDL requirement.

**70.10 Modification of New Dynamic Pages and Database**

Any major change / any enhancement to the existing website and its applications should be carried out by Vendor as requested by MDL. The requirement shall be mapped into number of pages (unit of measurement) modified. The no. of pages shall be consumed at actual post completion of activities, based on MDL requirement.

**80.10 Onsite Engineer**

The scope of work of Onsite Engineer will be

- a) Regular day-to-day updating to MDL website - uploading of tenders/documents/photos/circulars/press release, etc.
- b) Uploading of developed applications to production server after cert-in audit/after testing
- c) Applying latest OS updates/patches & Compliance of security advisories including upgrades i.e. all admin related activities
- d) Monitor web access logs/database logs/user activity logs for any unusual activities
- e) check all files present under the Website root directory and Upload directory for any unauthorized file modifications and deletions on a daily basis



- f) Backup of web server, database server and logs
- g) Regular backup of Application Data, website and database
- h) And other activities as mentioned in Item 20. Maintenance of website and its applications for 5 years (i.e. 60 months):

Basically any updates to the MDL server hosted on NIC cloud will be done from MDL. New development can be done at vendor premises. The bidder shall share the modified / updated files/scripts and the onsite engineer shall then upload the same to the website.

Working Hours: Monday to Friday – 9 AM to 6 PM

If required, Engineer will have to be present on Saturdays, Sundays & MDL holidays as well or whenever presence is required under exigency. Engineer has to stay beyond normal working hours in case any urgent activities has to carried out. Necessary alternate arrangement to be made in case onsite engineer is on leave.

The onsite engineer should be technically qualified IT professional - Minimum Full-time Graduate or full-time Diploma in Engineering with two years' experience in software development.

Onsite Engineer has to report to MDL site within 05 working days' post start date of contract/PO.

01 (One) No. of Onsite Engineer is required to be deployed at MDL site. MDL will finalize the onsite engineer selection after verifying qualification and conducting interviews with shortlisted candidates provided by contract awarded firm.

#### **90.10 Star SSL Certificate**

Procurement, installation of Star SSL certificate and Annual Renewal of Star SSL certificate of a current domain of MDL Website.

Star SSL certificate to be procured shall be valid for maximum permissible period of validity as per rules applicable to Star SSL Certificates.

Type of Star SSL Certificate: SSL DV (Domain Validation). Certificate shall be valid throughout the contract period.

### **III Applications in MDL website**

Following Online Applications are hosted on MDL website. These applications include aspx, .asp and supporting js files, css files, dll files & config files. The application contains various formats like html, .jpg, .jpeg, .pdf, .doc, .xls & .xlsx.

**1. Online Recruitment for Executives, Non-Executives & Apprentices** with online payment option through payment Gateway.

This module in the MDL website is an online facility for recruitment for 3 different categories – Executives, Non-Executives and Apprentice.

The system has User/candidate and Admin role. System has Separate Admin accounts for Executives, Non-Executives & Apprentices category.

The job and advertisement is posted by Admin. Admin will post the job opportunity from the backend which will reflect on the Job portal. The user will be able to apply for the Job from the portal and pay challan using offline mode or online mode using a payment gateway. The news and advertisement regarding jobs/post to be displayed on portal login page. Executives module will have additional roles for Medical and Security clearance in a workflow approach.



## Executives / Non-Executives / Apprentice

### User Login

1. Registration – creation of user account by the candidate.
2. Verification link for Validation of email-id for creation of user login
3. User login - Registered users can sign in using their login credentials
4. Job Registration - Register for the job/apply for advertised post
5. Submission of Application including uploading of documents/certificates, preview form
6. Payment challan and view payment status
7. Display/report of job posts applied with all details and view uploaded documents, payment status
8. Option to download Call Letter for written test/interview
9. Submit Travel Allowance claim form along with bank details

Following are the steps/actions that will be incorporated by the Admin:

1. Creation of Job post with details of opening, closing date, advertisement reference number, post, qualification, eligibility criteria, test centres etc.
2. Uploading of List - Standard Templates for giving particular message. Variables for the template uploaded through excel.
  - Shortlisting Candidates for Written Test
  - Shortlisting Candidates for Personal Interview
  - Shortlisting Candidates for PEME (Pre Medical Employment Examination) Exam
  - Shortlisting candidates for Final Merit List
  - Appointment Letter
  - Travel Allowance Claims
3. Processing of all documents and communicate with user through emails, sms and can also be viewed through user login

### 2. Online Vendor Registration:

This module in the MDL website is an online facility for vendor registration. Vendors can apply for the tenders by registering through the portal. The module has roles for User/Vendor and Admin. The entire Vendor portal can be managed by vendor portal admin in the backend.

Following are the steps/actions that will be incorporated by the user and the Admin:

- Online Vendor Registration
- Vendor login portal
- Vendor Renewals System

Step 1: The vendor first register themselves by entering basic details to get login id and password. Login is their email id. After registration, the login id and password are mailed to the given email id and an SMS notification also sent.

Step 2: The vendor then logs in using the credentials given and enters details - Organisation information, details of factory, legal information, financial information, uploading of relevant documents in pdf format as proof for details furnished.

Step 3: After vendor submits the form, the details are mailed to admin who can download the documents for scrutiny. In case of any clarification, admin through email communicates (offline) with vendor and vendor uploads required information through portal.

Step 4: After scrutiny and subsequent approval, vendor number is generated and communicated to vendor through email and same updated on vendor registration portal.

Email/SMS notification provision at every stage. But currently Email sent at every stage.



### **3. Online Bill Status/Tracking System:**

The Vendors can track the bills online through the bill tracking system. The system has admin login for Uploading vendor billing data periodically. The vendors through their User/vendor login can check the status of bill by entering their login and password.

Option also given to vendor for reset of password

### **4. Online Vendor Balance Confirmation:**

The system has admin login for uploading vendor balance.

The vendors through their User/vendor login can view the vendor balances report by entering their login and password.

### **5. Online Portal for Retired Employees:**

This system is a Portal for Retired Employees. The system has access for user/employee, admin and super admin.

The admin login has access to create Employee Logins – single login creation or bulk login creation through bulk upload facility.

To add News and Notification.

To view and reply to grievances raised through the portal, triggering emails

To monitor Feedback response.

To monitor User status and to upload family member details.

To view Life certificate uploaded and provide approval status and remark if any

To upload Last Month Salary, PRP, Form 16

To provide status of OPD claims submitted

The retired employees' login to the portal using their P. No. and password. The user has access

To view News and Notifications

To Upload Life Certificate yearly

To view status of Uploaded certificate – approved/reason for disapproval

To send update request for any change in personal details

To give feedback

To submit grievance if any and also check for comments against their grievance or feedback.

To view Form16 (multiple forms), Salary slip and any other documents

To submit medical claims online and also track status of the claim

SuperAdmin Role to track/monitor grievances and reply given by admin

### **6. Employee Portal:**

This system is a portal for all the working employees and is purely display of report without any processing. The user logs in with their employee id and can view information.

The portal has Employee, Admin and Super Admin roles. The employees can login using their employee ID, password and OTP for viewing of Payslip, pension details, leave balances, PF slip, different manuals and important company circulars etc.

The admin login is for uploading relevant data. The uploaded data/document is associated to different admins who have authority only for specific uploads.

The super admin has access to upload all relevant information.

Upload facility provided for uploading documents either as single entity or bulk upload.

### **7. Bank Investment Module:** This module is to receive document from bank representatives.

User login is for upload new document and view existing document and admin login for to view uploaded document, create bank (user) logins, enable the upload link.

These are the current applications. In addition to that, there might be one more module that may get added in due course of time. The same also to be part of the upgradation, maintenance and



support. Bidder can approach MDL for more details of under developed module before submission of bid.

**Period of contract**

05 years from the date of start of contract/PO

**Payment Terms**

No Advance payment will be made. The payments for the line items shall be made only after the completion of the work at actual.

Line Item	Payment Terms
10.10	Post Go Live of website and application with latest .NET platform.
20.10	Quarterly basis after completion of quarter
30.10	Post receipt of Audit certificate and clearance from NIC for deployment on actual quantities consumed.
40.10	Post GIGW compliance certificate from STQC
50.10	Post GIGW Annual Surveillance Audit compliance certificate from STQC
60.10 & 70.10	After sign-off of the activities indicated in these line items based on actual quantity consumed respectively.
80.10	Quarterly basis after completion of quarter.
90.10	Post implementation of Star SSL Certificate

**Timeline of completion of activities and Penalty clause:**

The request / issues shall be forwarded by Executives of MDL User Departments (like CIT Dept., HR Dept, Materials Dept, Finance, Commercial etc.) via email to the Bidder.

The request / issue raised by MDL to the Bidder for following PR, Line Items should be completed within following given time period from the Date of request or registration of the problem, issue, bug, vulnerabilities, activity.

Time Frame for Completion of Work from the Date of request or registration of the problem, issue, bug, vulnerabilities, activity as given below.

Item No	Timeline of completion of activities	Penalty clause
10.10	06 months + 01 month for security Audit clearance	If completion timeline delays, penalty will be applicable. Post (06 + 01) months, penalty @ 0.5 % per week (max capped to 5%) of line item value shall be levied.



20.10	<table border="1" data-bbox="331 145 826 338"> <tr> <th>Sr. No</th><th>Resolution Priority</th><th>Resolution Time</th></tr> <tr> <td>1</td><td>High*</td><td>4 Hours</td></tr> <tr> <td>2</td><td>Medium**</td><td>3 Days</td></tr> <tr> <td>3</td><td>Low***</td><td>5 Days</td></tr> </table> <p><b>*High</b> – Critical issues, vulnerabilities, maintenance activity affecting availability, security or core functionality of website.</p> <p><b>**Medium</b>- These affects functionality or performance but do not completely disrupt core website process or pose immediate security risks. These includes medium vulnerabilities, issues, maintenance activity.</p> <p><b>***Low</b> – These have minimal impact on website functionality or are pure cosmetic or non-urgent issues. They do not affect the users significantly. These includes low vulnerabilities, issues, maintenance activity.</p>	Sr. No	Resolution Priority	Resolution Time	1	High*	4 Hours	2	Medium**	3 Days	3	Low***	5 Days	<p>For any delay in resolution of bug, vulnerabilities, issue based on resolution priority, following penalty will be applicable.</p> <table border="1" data-bbox="898 257 1498 925"> <tr> <th>Sr. No</th><th>Resolution Priority</th><th>Penalty (For Delay in Resolution)</th></tr> <tr> <td>1</td><td>High*</td><td>Penalty @0.5% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.</td></tr> <tr> <td>2</td><td>Medium**</td><td>Penalty @0.25% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.</td></tr> <tr> <td>3</td><td>Low***</td><td>Penalty @0.10% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.</td></tr> </table>	Sr. No	Resolution Priority	Penalty (For Delay in Resolution)	1	High*	Penalty @0.5% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.	2	Medium**	Penalty @0.25% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.	3	Low***	Penalty @0.10% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.
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3	Low***	Penalty @0.10% per issue per day (Max. capped to 5% per issue per month) of line item value shall be levied.																								
30.10	Time frame for completion of work is 08 Weeks per audit from the date of request for conducting CERT –in audit.	Post 08 Weeks, penalty will be 0.5% per week capped@ max 5% per audit - of line item value.																								
40.10	Time frame for completion of work is 16 Weeks from the date of request for conducting GIGW audit.	Post 16 Weeks, penalty will be 0.5% per week capped@ max 5% per audit - of line item value.																								
50.10	Time frame for completion of work is 04 Weeks from the date of request for conducting GIGW Annual Surveillance audit.	Post 04 Weeks, penalty will be 0.5% per week capped@ max 5% per audit - of line item value.																								
60.10	Within - Mutually agreed duration of completion.	<p>For any delay in completion of activities for creation of new pages and database, penalty applicable will be as below.</p> <table border="1" data-bbox="898 1630 1498 1998"> <tr> <th>Sr. No</th><th>Issues</th><th>Penalty (For Delay in completion)</th></tr> <tr> <td>1</td><td>Incomplete or inadequate activity for creation of new pages and database</td><td>Penalty @0.5% per incomplete/inadequate activity per day (Max capped to 5% per incomplete/inadequate activity per month)</td></tr> </table>	Sr. No	Issues	Penalty (For Delay in completion)	1	Incomplete or inadequate activity for creation of new pages and database	Penalty @0.5% per incomplete/inadequate activity per day (Max capped to 5% per incomplete/inadequate activity per month)																		
Sr. No	Issues	Penalty (For Delay in completion)																								
1	Incomplete or inadequate activity for creation of new pages and database	Penalty @0.5% per incomplete/inadequate activity per day (Max capped to 5% per incomplete/inadequate activity per month)																								

*Signature*

			of line item value consumed for these activities shall be levied.
70.10	Within - Mutually agreed duration of completion.	For any delay in completion of activities for modification of pages and database, penalty applicable will be as below.	
		<b>Sr. No</b>	<b>Issues</b>
			<b>Penalty (For Delay in completion)</b>
		1	Incomplete or inadequate activity for modification of pages and database
			Penalty @0.5% per incomplete/inadequate activity per day (Max capped to 5% per incomplete/inadequate activity per month) of line item value consumed for these activities shall be levied
80.10		Onsite engineer absenteeism per day	
		<b>Sr.No</b>	<b>Duration</b>
			<b>Penalty</b>
		1	Half Day
			Rs. 1250
		2	One Day
			Rs. 2500
		The penalty for absenteeism will be calculated every quarter and recovered from charges of that quarter.	
90.10	Before expiring of existing SSL Certificate	Nil	

NDA to be signed with vendor.

Note: Bidder submitting the bid for the solution should not further subcontract the work of development and maintenance of MDL Website (excluding security audit of website by CERT-In empanelled auditor and GIGW compliance Certification by STQC.)

Upgradation and AMC of MDL website for 05 years w.e.f. 24 May 2025 or from start date of PO, whichever is later.



सुजित अमलभाई शाह  
SUJIT AMULBHAI SHAH  
उप प्रबंधक (सीआईटी)  
DEPUTY MANAGER (CIT)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

### 3. 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.”

## 4. Format for remittance towards EMD

i. MDL's BANK ACCOUNT DETAILS:

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

ii. DETAILS OF REMITTANCE TO MDL's BANK ACCOUNT:

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

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

Signature of Vendor / Representative

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with the bid. Format for EMD(BG) is attached at Annexure- 6.

## **5. Non-Disclosure Agreement (NDA):**

Bidder to Submit Non-Disclosure Agreement executed on a non-judicial stamp paper of INR 500.00 along with the bid. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time. Format of NDA is attached at Annexure 7.



**6. Buyer added bid specific ATC (Originally attached with tender document)**

**1) Mobilization:**

Maintenance of existing website and its servers will start from 24 May 2025 or from the date of start of PO, whichever is later.

**2) Service Details: -**

Service Details for GEM/2025/B/5991506			
Sr	Description	QTY indicated in bid	Deliverable units
10	Upgrading Website and Website Application Modules to latest .NET Platform	1	1 NOS
20	Maintenance of website and its servers for 05 years	1	20 QTR
30	Security Audit of MDL website and applications by CERT-IN and STQC empanelled Auditor	1	20 NOS
40	GIGW latest version compliance Certification for MDL Website by STQC	1	1 NOS
50	GIGW latest version Annual Surveillance Audit of MDL website by STQC	1	5 NOS
60	Creation of New Dynamic Pages and Database	1	1000 NOS
70	Modification of New Dynamic Pages and Database	1	1000 NOS
80	Onsite Engineer	1	20 QTR
90	Star SSL Certificate	1	1 NOS
Items at Sr 10 to 90 are Inseperable, and Quantities at Sr 10 to 90 are Indivisible			

**3) QUALIFICATION CRITERIA:**

- **Technical Qualification / Work Experience Criteria for Service:**

- Bidder should have experience of at least one Government / Public Sector Company website development & maintenance which hosted on National Informatics Center (NIC) Cloud. Bidder should provide documentary proof.
- Bidder should have experience of at least one Government / Public Sector Company website development & maintenance with compliance of GIGW (Guidelines for Indian Government Websites). Bidder should provide documentary proof.
- Bidder must have successfully completed / co-ordinated security audit of website by CERT-In empanelled auditor for at least one Government / Public Sector Company website. Bidder should provide documentary proof.
- Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:
  - Three contracts/orders of similar completed services each of not less than Rs 60,00,000/-
  - Two contracts/orders of similar completed services each of not less than Rs 75,00,000/-

- (ac) One contract/order of similar completed services of not less than Rs 1,20,00,000/-  
(ad) Cumulative completed services of similar nature of Rs 15,00,000/- within a continuous span of 12 months.

Note : Similar services is defined as Website Upgradation/revamping/migration and maintenance; Website design, development, implementation and maintenance; AMC of Website which includes Maintenance of website/website server/ Security Audit by CERT-In or STQC Auditor/ GIGW Compliance Audit /GIGW Surveillance Audit, etc.

• **Commercial Pre-Qualification Criteria**

- a) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.  
b) The bidder should have a minimum average annual financial turnover of Rs. 9 lakhs during the last three years ending on 31st March 2024 (i.e for FY 2021-22, 2022-23 & 2023-24) duly authenticated by a Chartered Accountant/Cost Accountant in India

**NOTES**

- (1) Start-ups & MSEs shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications.
- (2) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. The Work Completion Certificate shall contain following details:  
--  
(i) Particulars of the work and contract number and Date  
(ii) Original Contract Value  
(ii) Date of commencement of the work  
(iii) Date of completion as per original contract agreement  
(iv) Actual date of completion  
(v) Actual completion cost
- (3) The work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders experience of completion of similar works.
- (4) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer." MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender if number of the techno-commercially qualified bids are less than 6.

(5) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such owner.

(6) The bidder is required to submit information in the form of the table below for the orders, which qualify them as per the above criteria, as the information in the tabular form, at Annexure- 2 shall hasten the technical scrutiny.

#### **4) 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.

#### **5) EARNEST MONEY DEPOSIT (EMD):**

- a. Bidders shall furnish EMD of Rs. 3,00,000/- (Rupees Three lakhs only) against this tender.
- b. MSE vendors seeking EMD exemption shall submit the valid supporting document with the bid and declaration of Confirmation of manufacturer of the offered product as per format at Annexure-1.
- c. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- d. EMD is also exempted for following categories of sellers:
  - i. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
  - ii. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

#### **6) Payment Terms: -**

No Advance payment will be made. The payments for the line items shall be made only after the completion of the work at actual.

Line Item	Item description	Payment Terms
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10.10	Upgrading Website and Website Application Modules to latest .NET Platform	Post Go Live of website and application with latest .NET platform.
20.10	Maintenance of website and its servers for 05 years	Quarterly basis after completion of quarter
30.10	Security Audit of MDL website and applications by CERT-IN and STQC empanelled Auditor	Post receipt of Audit certificate and clearance from NIC for deployment on actual quantities consumed.
40.10	GIGW latest version compliance Certification for MDL Website by STQC	Post GIGW compliance certificate from STQC
50.10	GIGW latest version Annual Surveillance Audit of MDL website by STQC	Post GIGW Annual Surveillance Audit compliance certificate from STQC
60.10 & 70.10	Creation of New Dynamic Pages and Database & Modification of New Dynamic Pages and Database	After sign-off of the activities indicated in these line items based on actual quantity consumed respectively.
80.10	Onsite Engineer	Quarterly basis after completion of quarter.
90.10	Star SSL Certificate	Post implementation of Star SSL Certificate

**7) Non Disclosure Agreement (NDA):-**

Bidder has to submit Non-Disclosure Agreement as per Annexure-3 on firm's letter head 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) ALTERNATE MSME VENDOR PAYMENT THROUGH TReDS:**

- (a) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at a 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.
  - (i) "Invoicemart" Contact details are as below:  
Amit Kumar Dutta, Mob – 8600179668, Mail - [amit1.dutta@invoicemart.com](mailto:amit1.dutta@invoicemart.com)  
Complete address – A.TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604

(ii) "M1xchange" Contact details are as below:

Shaiwal Sinha, Mob: 9599224594 , Mail : [shaiwal.sinha@m1xchange.com](mailto:shaiwal.sinha@m1xchange.com)

Ankit Singh, Mob : 9800250395, Mail : [ankit.singh@m1xchange.com](mailto:ankit.singh@m1xchange.com)

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

(iii) Receivables Exchange of India Ltd Contact details are as below –

SANTOSH YADAV, Mob - +91-9167708156, Mail - [santosh.yadav@rxil.in](mailto:santosh.yadav@rxil.in)

ANGELIN ANBARASAN, Mob - +91-8451975191, [angelin.anbarasan@rxil.in](mailto:angelin.anbarasan@rxil.in)

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

9) **PENALTY**: As mentioned in Scope of Work.

10) **PUBLIC GRIEVANCE CELL**: Public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal email [grievance@mazdock.com](mailto:grievance@mazdock.com) and/or Telephone No. is 022-23763512

11) 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 Sujit A. Shah, DM (CIT)	022-2376-2223	<a href="mailto:sujitshah@mazdock.com">sujitshah@mazdock.com</a>
Commercial	Mr Bharat Rautela, DM(M-IT Purchase)	022-2376-3403	<a href="mailto:brautela@mazdock.com">brautela@mazdock.com</a>

12) **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:

- 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.
- 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.
- 13) **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 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.

**14) 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.

**15) 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-5, 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.

**16) 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.

**17) 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

#### **18) 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.

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.

#### **19) 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.

#### **20) 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.

#### **21) 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

## **22) 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.

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.

## **23) 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.

## **24) 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.

## **25) 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.

## **26) PURCHASER'S.**

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.

## **27) 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.

## **28) 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.

## **29) 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.

## **30) PATENT RIGHTS**

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.

## **31) 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.

### **32) 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.

### **33) 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.

### **34) 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.

### **35) 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.

#### **(vi) 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.

### **36) 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

- 37) **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 non-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.
- 38) **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.



## Checklist

(To be submitted along with technical bid)

Sr	Tender Clause	Remark
1	EMD	Submitted / Exempted ( doc for EMD submitted) As per Annexure-1
2	Pre-Qualification Documents a. Turnover & P/L stmt b. Bidders Shop and establishment registration certificate /registration certificate from registrar of firms / certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.	Submitted / Not Submitted
3	Authorization letter for signing the bid documents	Submitted / Not Submitted
4	NDA (on company letter head)	Submitted / Not Submitted As per Annexure-4
5	Catalogue of offered product	Submitted / Not Submitted
6	Declaration on Malicious Code (on company letter head)	Submitted / Not Submitted
7	Signed copy of ATC	Submitted / Not Submitted
8	Declaration of local Contents as per Public Procurement (Preference to Make in India) Order, 2017 (on company letter head)	Submitted / Not Submitted
9	Vendor Registration docs. a. GST b. PAN c. Cancelled cheque d. Copy of EFT Mandate duly certified by Bank e. Bidders Shop and establishment registration certificate /registration certificate from registrar of firms / certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.	Submitted / Not Submitted

10	Conflict of interest (on company letter head)	Submitted / Not Submitted As per Annexure-5
11	Details of contact person of the bidder Name: Designation: M.No. Email:	

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

#### **Annexures**

Annexure-1	Confirmation of service provider of offered service (To be submitted by MSE bidders)
Annexure -2	Format For Information Of Past Orders
Annexure -3	NDA Format
Annexure -4	Conflict of interest
Annexure -5	Extract of Official Secret Act

**Annexure-1**

**Confirmation of being manufacturer of offered product / Service  
(Compliance to Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM)  
(To be submitted by MSE bidders)**

M/s.- .....

SR NO.	ITEM TITLE	ITEM DESCRIPTION	Service provider of offered service (YES/NO)
1			
2			

**Note:**

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

**Signature & Stamp of the Authorized Person of bidder**

**Annexure-2**

**FORMAT FOR INFORMATION OF PAST ORDERS:**

**Bidders are required to submit information of past orders**

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

### Annexure-3

#### **MODEL NON-DISCLOSURE AGREEMENT**

(Between CERT-In empanelled Auditor & Auditee)

THIS NON-DISCLOSURE AGREEMENT is made on this ..... day (date) of ..... (Year)

By and between

***# In case of Central Government Ministry/ Departments #/State Government Departments***

President of India/Governor of (name of state) acting through ..... (Name, Designation) of ..... (Name of Ministry/ Department) address ..... hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the first part.

***# In case of Autonomous Societies/ Not-for-profit companies/ Public sector Undertakings/Private sector***

..... (Name of Company/ Society) incorporated /registered under the Companies Act, 1956/2013/ the societies registration Act, 1860 having its registered/corporate office at ..... (hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the first part .

And

Name incorporated/registered under the..... Name of the Act having its registered/corporate office at .....(herein referred to as "Auditor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the second part **WHEREAS**

A. Auditor is a services organization empanelled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems, networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....

B. Auditor as an empanelled Information Security Auditing organization has agreed to fully comply the "Guidelines for CERT-In Empanelled Information Security Auditing

Organizations , Terms & conditions of empanelment and Policy guidelines for handling audit related data” while conducting audits.

C. Auditee is also aware of the aforesaid Guidelines along with guidelines for Auditee Organizations published by CERT-In.

D. Both Auditor and Auditee have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**1. Definitions. :**

(a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term “Auditee products” shall include all such products, goods, services, deliverables, which are subject to audit by the empanelled auditor under the Agreement.

**2 Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;

- (c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee.
  - (d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee.
  - (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee ; and
  - (f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.
  - (g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.
  - (h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.
  - (i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/ critical sector organization, only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
  - (j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.
  - (k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.
3. **Onus.** Auditor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

**4. Permitted disclosure of audit related information:**

The auditor may share audit information with CERT-In or similar Government entities mandated under the law as and when called upon to do so by such agencies with prior written information to the auditee.

**5. Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:

- (a) Which is independently developed by Auditor or lawfully received from another source free of restriction and without breach of this Agreement; or
- (b) After it has become generally available to the public without breach of this Agreement by Auditor; or
- (c) Which at the time of disclosure to Auditor was known to such party free of restriction and evidenced by documents in the possession of such party; or
- (d) Which Auditee agrees in writing is free of such restrictions.
- (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

**6. Remedies.** Auditor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Auditor would be a breach of this agreement and may cause immediate and irreparable harm to Auditee or to its clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee / its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee. Liquidated damages not to exceed the Contract value. Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

**7. Need to Know.** Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee. No



information relating to auditee shall be hosted or taken outside the country in any circumstances.

8. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
9. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
10. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at < Name of the city>
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee.
19. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.
20. **Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to ..... year.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

*# In case of auditee being Central Government Ministry/ Departments #*

For & on behalf of President of India  
(Name and designation of authorized signatory)

.....

<Name of Central Govt. Ministry/Department>

Or

***# In case of auditee being State Government Department #***

For & on behalf of Governor of ..... < State name>

.....

(Name and designation of authorized signatory)

<Name of State Department>

Or

***# In case of Autonomous Societies/Not-for-profit-company/Public sector undertaking  
/Private Sector #***

for <Name of organization> , <Name and designation of authorized signatory> duly authorized by  
rules & regulations / of <Name of society>/ vide resolution no. .... Dated  
..... Of Board of Directors of..... <Name of organization>.

**(AUDITEE)**

**(AUDITOR)**

WITNESSES: 1.

2

#### **Annexure-4**

##### **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;

## Annexure-5

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

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

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

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

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

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

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

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

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

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

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

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

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

---XXX---

# **Annexure-6**

## **PROFORMA BANK GUARANTEE FOR BID BOND/EMD**

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

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

2. We, ----- Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.
3. We, ----- Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ----- Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the

tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear

to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.
7. Notwithstanding anything contained herein above:
  - i. Our liability under this guarantee shall not exceed Rs.....
  - ii. This Bank Guarantee shall be valid upto and including .....; and
  - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + --- weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank  
(by its constituted attorney  
or the person authorised to sign)

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

# Annexure-7

## FORMAT FOR NON DISCLOSURE AGREEMENT

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

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_").

MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

### WHEREAS

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

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

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

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the \_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing

or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

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

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

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

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential



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

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

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

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

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

6. The Receiving Party shall have no obligations or restrictions with respect to:

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(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.

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14. This Agreement shall be valid for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

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

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

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this

Agreement shall be finally settled by the competent jurisdiction in Mumbai.

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

restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

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

To MDL

Address:

Phone No.:

Fax:

E-mail:

To \_\_\_\_\_

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties

in two (2) originals.

Signed by the within named Signed by the within named MDL

\_\_\_\_\_

In the presence of In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.