



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Limited)

(A Govt. of India Undertaking)

CIN: U35100MH1934GOI002079

Dockyard Road, Mumbai 400 010

Website- www.mazagondock.in

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. Kishore Shinde सेवा में/To	3000000404	विभाग/Department क्रय अधिकारी/Purchase Exec. Kishore Shinde दूरभाष सं./Telephone No फैक्स सं./Fax No ई-मेल/E-Mail	IT-PURCHASE 23762220 23721551 khshinde@mazdock.com
दूरभाष सं./Telephone फैक्स सं./Fax ई-मेल/E-Mail		निविदा सं./Tender No निविदा तिथि/ Tender Date निविदा बंद की तिथि/Tender Closing Date निविदा बंद होने का समय/Tender Closing Time आरएफक्यू सं./RFQ No	3000000404 04.09.2020 11:00:00 2090001037

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	15,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		04.09.2020,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		10.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- TENDER NO. 3000000404

माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- ADOBE ACROBAT PRO DC सामग्री वर्णन/Material Description :ADOBE ACROBAT PRO DC WITH THREE YEARS SUBSCRIPTION	10 Number	08.10.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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Scope of Work:

- 1) The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning and set to work of Software and its associated modules and subscription support at MDL as per the technical specifications mentioned above.
- 2) The supply of all the Software components shall be with the required 3 Years subscription licenses or with any other mechanism ensuring that the validity of the license is 3 years and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.
- 3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.
- 4) The duration of subscription for software will be for a period of 3 (Three) years, and will commence immediately after the successful completion and acceptance of the software.
- 5) The vendor has to maintain the supplied software and ensure smooth running of the same during the entire period of subscription.
- 6) At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of subscription.
- 7) Vendor shall provide installation and subscription services. Accordingly the supplier warrants that the products delivered under this order shall be free from defect in material, workmanship and manufacture, for a period of 36 months or as specified in the order from the date of supply/installation. If found defective during the said subscription period, supplier shall repair and/ or replace at his cost within a period of 2 working days.
- 8) 10% of the total value will be retained as PBG during the subscription period.
- 9) The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.
- 10) Telephonic / email support from 09:00 am to 6:00pm shall be available on all working days.

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा हैं की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.



Part- A

माझगांव डॉक शिपबिल्डर्सलिमिटेड/ MAZAGON DOCK SHIPBUILDERS LIMITED

(भारत सरकार का उपक्रम)/ A Government of India Undertaking

डॉकयार्ड रोड, माझगांव, मुंबई 400 010/ Dockyard Road, Mazagon, Mumbai 400 010.

Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division

Tel. No. 2376 2149 / 2240 Fax No (022) 23721551

वेब निविदा सूचना (1 भागमे) / WEB TENDER ENQUIRY (Single Bid System)

ई पोर्टल | E-Procurement Portal :- <https://eprocuremdl.nic.in>

वेबसाइट | Website : <https://mazagondock.in>

विभाग/DEPARTMENT: सीआईटी/CIT

अनुभाग/SECTION: सीआईटी-वाणिज्य/CIT-COMMERCIAL

ई-निविदा|E-TENDER NO: 3000000404

बयाना जमा | EMD: RS. 15,000/-

निविदा दिनांक TENDER DATE	14.08.2020
निविदा बंद होनेका समय TENDER CLOSING DATE & TIME	04.09.2020at 11.00 Hrs.
निविदा खुलनेका समय TENDER OPENING DATE & TIME	04.09.2020at 15:00 Hrs.
1. कार्य का विवरण -Description of Work / Supplies:	
Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.	

माझगांव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गये विवरण के अनुसार एक बोली वाणिज्यिक नियम एवं शर्तों के साथ तकनिकी बोली और मूल्य बोली के अंतर्गत ई पोर्टल (<https://eprocuremdl.nic.in>)के माध्यम से बोलिया आमंत्रित की जाती है |

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Vendors in SINGLE BID SYSTEM (Techno Commercial Bid and Price Bid together) on our e-procurement portal <https://eprocuremdl.nic.in>, for the Work/Services as detailed in this tender document:

नोट : Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS

Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:

2.1 **Submission of bids against e-Tender:** The bidder is required to quote online on the e-Procurement website <https://eprocuremdl.nic.in> by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

2.2 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

2.3 National Informatics Centre (NIC) has been appointed as the Application Service Provider (ASP).

2.4 **Assistance for Online Bidding only:** In case of any difficulties during online submission of offer, bidders are requested to contact toll-free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <https://eprocuremdl.nic.in>

In case of any further problems / issues are being faced during online bidding on e-procurement portal maintained by NIC, you may contact to Mr. Sagar U Shende, Manager, Ph No 022 23763249 for facilitating the addressal of your problem / issues.

Also, a Training program is arranged in MDL Premises on every working Fridays in one session (1400 – 1600 hrs) for prospective/willing Bidders and those bidder should sent request email to sushende@mazdock.com.

2.5 In case of improper/blank on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be construed that all our tender terms & conditions are acceptable to you.

2.6 Online User Manual is available on the website for the guidance of bidders & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

2.7 An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <https://mazagondock.in>, on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<https://eprocuremdl.nic.in>).

2.8 MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

2.9 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

2.10 Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after closing date



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.

2.1.1 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay.

2.1.2 Bidders can make online payment of EMD/Security Deposit Amount / Performance Guarantee Amount or any amount relating to the tender using following link:

Please click online payment tab on home page of <https://mazagondock.in> and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc. after filling required details.

3. पूर्व योग्यता मानदंड | PRE-QUALIFICATION CRITERIA:

3.1 Bidders should upload a scanned image of the following documents along with their e-Bid (Part I Techno Commercial Bid) as a part of submission of their offer.

3.2 For Items:

- Bidders Company Profile and valid Shop & Establishment registration certificates.
- List of personnel with designation, qualification and experience.
- Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2020
- Bidders should be OEM or authorized partner/distributor/system integrator for the Adobe Acrobat PRO DC and should submit valid authorization documents/MAF from OEM for this tender along with the bid.

3.3 MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary including right to ask for all hard copies of original. Bidders registered with Mazagon Dock Shipbuilders Limited must upload the copy of valid registration certificate. Hard copies must be submitted within stipulated time failing which offer shall be summarily rejected.

3.4 It is clarified that the work executed by the Bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

Note-MDL Permanent bidders should upload a scanned image of valid registration certificate; duly authorized. Uploading of documents at Sr. No. i), ii) and iii) mentioned above are not required for MDL permanent registered vendors. However, remaining all mentioned documents are mandatory for all bidders.

4. बयाना जमा | EARNEST MONEY DEPOSIT (EMD):

4.1 Indigenous bidders shall furnish EMD of Rs. 15,000/- (Rs. Fifteen Thousand only) in the form of Direct Electronic transfer to MDL's bank account or in the form of Bank Guarantee drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED or bid bond/SWIFT Message of equivalent foreign currency for foreign bidders shall be forwarded to GM (CIT) / HOD (CIT) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date.

a) It is mandatory that the scanned image of proof of Electronic transfer with bank transaction/transfer reference / BG / Bid bond / SWIFT Message shall be uploaded at Part-I tender stage. If the scanned image is not uploaded in Part-I stage, bid shall be rejected.

b) Bidder to note that the Direct Electronic transfer to be affected prior to tender opening date & time. The scanned image of proof of Electronic transfer shall reflect bank transaction/transfer reference.

The amount of EMD shall reach MDL in its bank account within 7 MDL calendar days from the tender closing date under the same bank transaction/transfer reference which is reflecting in the enclosed proof of Electronic transfer.

c) The bid bond / Bank Guarantee should be valid for 120 Days from the tender closing date.



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Either of these instruments must be drawn on as per the list of First Class banks approved by CPPC published on MDL website(Home→ Tenders→Bills/EMD status), payable at Mumbai & shall valid for 4 more weeks beyond the tender validity period.

d) Authorized Indian agent of the overseas bidders can submit EMD in the form of Direct Electronic transfer to MDL's bank account in Indian Rupees. Similarly authorized Indian agent can submit BG from national/scheduled bank on behalf of foreign bidder.

e) Bidders to advise their bank/banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender.

f) Bids without EMD/Bid Bond will not be considered.

g) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

4.2. Bidders can make online payment of EMD/Security deposit/Performance bank guarantee using following links: -

i) Go to <https://mazagondock.in>

ii) Click on online payment tab available on home page.

iii) Four options viz. Career, tender, security, scrap/disposal will be available.

iv) Click on the respective tabs (i.e. tender) and make the payment using debit cards, credit cards, net banking, BHIM/UPI etc. after filling the required details.

4.3 In case bidder has any genuine difficulty with respect to online payment, bidders can also make payment towards EMD electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

Bidders have to enter Vendor Name, Nature of Payment and Tender No. in Text / Narration Field while making NEFT / RTGS payment to Mazagon Dock Shipbuilders Limited and a scanned copy of payment made should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

4.4 Bidders are requested to upload the scanned copy of online payment towards EMD submission along with the bid. Bidders also requested to forward original financial instrument super scribing Tender no & Tender date by speed post / Registered Post / Courier Service within 7 days from tender closing date on below address:
Mazagon Dock Shipbuilders Ltd.

PE(CIT-Commercial),



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

CIT Dept, IT Purchase Section, 4th floor, Mazdock House,

Dockyard Road, Mumbai-400010.

4.5 Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

4.6 Bids will not be considered if the online details of EMD do not match with physical copies submitted.

4.7 बयाना जमाप्रस्तुत करने से छूट | EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

- i. State & Central Government of India departments, Public Sector Undertakings.
- ii. Firms Permanent registered with Mazagon Dock Shipbuilders Limited (MDL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iii. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload valid copy and submit the copy of the registration certificate along with the list of items/services for which they are registered, as issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- iv. All Micro and small Enterprises subject to their submission of valid registration Certificate from competent authority regarding their Micro/Small Industry status.
Note: EMD in form of BG, should be on Rs. 500/- stamp paper only.

5. वैधता अवधि | VALIDITY PERIOD:

Bids / Offers shall have the validity period of 120 Days from the tender closing date.

Bidders are requested to offer 120 days validity as per Tender Terms.

Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

6 एक बोली प्रणाली में प्रस्ताव प्रस्तुत करे | SUBMISSION OF OFFER IN SINGLE BID SYSTEMS:

Offer must be submitted online on the MDL's e-Procurement portal '<https://eprocuremdl.nic.in>'.

Bids must be in single bid inclusive of Technical Specifications and Price Bid.

- i. Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.
- ii. Bidders to carefully fill all listed online forms providing their comments/ Acceptance/ deviations, if any, in the space provided online against respective clauses of Technical specifications, Tender terms & conditions, GT&C and STAC etc.
- iii. Bidders / Suppliers not permanently registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as mentioned at Para 3 above.
- iv. Bank details for payment by RTGS/NEFT in the format with Scanned image of PAN card and a cancelled cheque shall be uploaded.
- v. The scanned image of DD /BG towards EMD /BID BOND for the amount as stipulated in TEF clause shall be uploaded.



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

- vi. The scanned image of DD/BG towards Earnest Money Deposit (EMD)/BID BOND/IPBG as stipulated in tender annexure shall be uploaded. The original of these documents shall be forwarded to PE(CIT-C) as per address mentioned in Para 4.4 above in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 days from the tender closing date.
- vii. Bidder to fill their prices online, strictly, in the online price bid form only. Prices & other charges (as listed in form) to be entered/filled in the applicable head/cell/columns only, as prices in wrong head/cell/column which are not applicable to you (bidder) will finally affect your (bidders) total landed cost & accordingly ranking. In case of any discrepancy in the Blank Rate Schedule Format and actual on-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the on-line Price bid shall prevail over the details in blank rate schedule format.
- viii. Wherever any charges from the listed charges are not applicable to bidder, then 'zero' to be entered in that respective head/cell/column attaching justifications/reasons in technical bid on letterhead for such items indicating 'zero'.

7. बोली अस्वीकृति करनेकी कसोटी | BID REJECTION CRITERIA:

7.1 Following bids shall be categorically rejected:

- i. Bid received other than through MDL e-Procurement Portal.
- ii. The Bids received after tender closing date and time.
- iii. Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the tender.
- iv. Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- v. In case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.
- vi. Bidders not quoting for all the line items in the tender, unless otherwise specifically mentioned in the tender.

Note: Bids received through Tender box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation.

7.2 Following bid rejection criteria may render the bids liable for Rejection:

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidders not agreeing for post-sale product support/post work completion support.
- vi. Unreasonably longer delivery period quoted by the firm.
- vii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- viii. In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) if received after seven days of the tender closing date.
- ix. Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
- x. Bidders not agreeing to furnish required Security Deposit till completion of the Supplies/ services.
- xi. Non-submission of authorization documents towards being OEM or authorized partner/distributor/system integrator of the offered make of RAM or MAF from OEM as per tender para 3.2.vi.
- xii. Bidders not agreeing to furnish required Undertaking of Authenticity for IT Products Supplies.



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- xiii. Bidders not agreeing to furnish original Hard copies for verification in relation to pre-qualification criteria of the tender if felt necessary by MDL.

8. समापन अवधि |DELIVERY PERIOD / COMPLETION SCHEDULE:

The delivery / completion schedule is Four weeks from the date of placement of order.
Kindly quote the earliest delivery/completion period.

9. मूल्य निर्धारण|PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender Enquiry at Enclosure – 2 for free delivery of the items in MDL Stores & completion of work at MDL Site. The prices quoted shall remain firm and fixed during the currency of the order /Contract unless agreed otherwise by MDL.

10. भुगतान की शर्तें|TERMS OF PAYMENT:

10.1 No Advance in any manner will be paid to the contractor.

10.2 Payment for 100% the value of supplies after successful commissioning & acceptance of system by MDL, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including GST as may be payable through RTGS/NEFT between 15 to 20 days after receipt/completion of followings:

- i. Complete set of the items / Equipment, spares through GRS.
- ii. Successful installation, configuration, testing and commissioning with all test reports of items at all locations.
- iii. Original Invoice documents in Triplicate.
- iv. Work completion Certificate from MDL User dept certified by Executive in the rank of CM & above.
- v. Undertaking of Authenticity for IT Products supply as per format.
- vi. Technical documentation/deliverables in requisite sets if required.
- vii Submission of PBG @ 10% basic value of order.
- viii In case of e-delivery of licenses, its responsibility of User Dept to verify the e-licenses (for quantity, genuinity, subscription if any) & complete GRN Entry through GRS, GRN Acceptance in SAP for payment processing.

Note:

- 1) Bidders shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT format as per Annx-8 provided with the tender enquiry.

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., MICR No. in their bid as per the RTGS / NEFT available in MDL Website. The bills to be submitted to Bill Receiving Section, near to the Reception Section, Mazagon Dock Shipbuilders Limited, and addressed to PE/DGM (CIT-C)), 4th Floor, Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.

"Alternate MSME vendor payment through TReDS:

"In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent



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environment is done by financiers based on Buyer's credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1x change of M/s Mynd Solutions Pvt Ltd.

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

1. "Invoicemart" TReDS platform or by registering on it.

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

022 6235 7373 and a new mail id service@invoicemart.com.

2. "M1xchange" TReDS platform or by registering on it.

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

+91 9920455374 MsAshwathi Jayandran email id ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms Prinyaka Shah email id prinyaka.shah@m1xchange.com

11. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per Public Procurement order Ref No. P-45021/2/2017-B.E-II Dtd 15.06.2017 issued by Govt of India to encourage "Make in India" policy, Purchase Preference shall be given to local Suppliers in the following manner.

(a) The terminology/ definition used in the said order is as below:

(i) **"Local content"** means the amount of value added in India, be the total value of items procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

(ii) **"Local Supplier"** means a supplier or service provider whose product or service offered for procurement meets the minimum local content, as prescribed under the said Order or by the competent Ministries / Department in pursuance of said order.

A Local Supplier can be an Indian or Foreign bidder.

(iii) **"Margin of Purchase Preference"** means the maximum extent to which the price quoted by local supplier may be above L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

(j) **Minimum Local content:**

The minimum local content in the offer is to be not less than 50% for the present tender for a bidder to be considered as a Local Supplier.

The local content can be increased through partnership, corporation with local companies, establishing production units in India or joint ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

On opening of the price bids, if it is identified that there is difference in price receive & declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case will be processed without any purchase preference.



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(c) Declaration by Local suppliers: Local Supplier should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet (or even offer more) required content as specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought.

Following documents are to be submitted in technical offer-Part-I bid:

- (i) Local Component list i.e. Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc.
- (ii) Foreign / Imported Component list i.e Items and services which are being supplied by bidder from outside India in the system/equipment/service offered against tender. This list shall include all the component, raw materials sub services etc.
- (iii) Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed.
- (iv) Bidders shall give the price break-up in percentage for “Local Component” and “Foreign / Imported Component”.
- (v) Custom duty applicable on FE component for all foreign items.
- (vi) The Local Suppliers are required to provide self-certification as per Annexure- 13.

Note:

i) In case of procurement for value in excess of Rs. 10 Crores, the local suppliers shall be required to provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content & applicable item wise custom duty.

ii) Once the declaration / certification is committed at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder.

iii) In the event of bidders not declaring or declaring less local content percentage in the offer, MDL will consider quote/bid of such bidders with local content as “0” or “NIL” i.e. the offers of such bidders will be treated as a “Non Local Supplier” where no purchase preference shall be granted to these bidders.

d) If the Local Supplier is also a MSE Vendor seeking the benefit of Public Procurement Policy for MSEs –Order 2012, then such bidders should not seek benefits against the Preference to Make in India policy – Order 2017. Such bidders should categorically seek benefits of only one policy which cannot be modified subsequently, once declared in the Annexure-13 referred above while submitting the bid.

(e) Custom duty issue:

Imported / FE content is inclusive of all custom duties which is required for arriving local content. Bidders to note the following about declaration of FE Content.

- (i) All bidders should upfront declare line item wise custom duty duly certified. Such declared custom duty percentage will only be considered for arriving local content.
- (ii) In the event if the rate of custom duty is found higher than the declared custom duty by bidder, then the bidder’s declaration shall be final for arriving L1 bid. Also in such case the difference in custom duty would be to bidders account. In case of foreign bidders, the same



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- (iii) In the event of rate of custom duty happens to be lower at the time of clearance of goods, then actual custom duty shall be payable.
- (iv) Notwithstanding above, local content shall be calculated based on the declared custom duty by the bidder in techno-commercial bid.

(f) **Preference to Local Supplier:** The following procedure will be adopted for deciding on preference to Local suppliers over a non local supplier w.r.t. public procurement (Preference to make in india) order 2017.

- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such local suppliers subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1, then the contract may be awarded to the L1 bidder.

(g) **Preference between LS and MSE Bidder: {This clause is applicable only if line items are separable and MSE preference clause is also applicable}** Between the MSE and Local Supplier, the MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be evaluated with L1+15%. MSE doesn't fall under Public Procurement (Preference to Make in India) Order 2017

Local Supplier will be evaluated with L1+20% (Margin of Purchase Preference ordinary) as per Public Procurement (Preference to Make in India) Order 2017.

- (h) After the contract is awarded and the supplies are completed, each supplier shall provide the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions. In addition to these documents, a "Local content certificate" also shall be submitted stating the percentage of local content in the items or services measured. The "Local content certificate" shall be submitted along with the invoice.

Note:- In case of procurement for value in excess of Rs. 10 Crores, the local suppliers shall be required to provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

(h) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

- (i) **Complaints / Grievance:** Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by ED (East Yard). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be



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filed to the Chairman, Public Grievance Cell. The fee shall be deposited in MDL's Account by NEFT.

12. कर और शुल्क | TAXES & DUTIES:

12.1 GST as per GST Act 2017 shall be payable extra as quoted and agreed.

12.2 MDL GST ID is 27AAACM8029J1ZA and bidders shall mention GSTIN, HSN, Place of supply, signature of vendor etc. while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part.

12.3 If the vendor registered/Composition under GST, the GST Registration no (15 Digit) issued by GOI shall be mandatory. Vendor/s having multiple business verticals within state /at multiple states with separate GST no shall forward GSTIN of only that vertical which is involved in supply of goods and/or services.

In case of unregistered vendor quotation, the GST shall be paid by MDL directly to GSTN under reverse charge mechanism or otherwise for which no input tax credit will be available to vendor and vendor is deemed to have confirmed that he will not claim ITC for such items.

12.4 Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration to be given in technical bid.

12.5 If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier/ contractor. Supplier/ Contractor shall pay penalty and/ or interest imposed on MDL or loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier/Contractor or otherwise.

12.6 In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed/ denied to MDL / reversed subsequently as per GST Laws due to non/ delayed receipt of goods and /or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing or returns or any other reason not attributable to MDL. Supplier/Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/ contractor and MDL ends up in reversal of credit and / or payments, supplier/ contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.

Vendor should ensure correctness of Invoice details while uploading on GST portal.

12.7 If the vendor is registered under GST; vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading or monthly returns by supplier/ contractor, MDL retains right to withhold payments towards tax portion



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until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.

Note: i) If vendor is a composition /unregistered dealer under GST, vendor needs to give a declaration that he is a composition/ unregistered dealer with requisite documents.

ii) Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

iii) Vendor should submit an undertaking certificate from certified auditor that the firm complied with GST Rules and is regular in filling GST returns.

13. निविदा कि शर्तो कीमान्यता | ACCEPTANCE OF TENDER TERMS:

13.1 Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 30 of Tender Enquiry, Acceptance Formats given with tender. The bidder also shall abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure -8.

13.2 In the event, we do not receive Acceptance formats duly filled for Tender Enquiry Form (TEF), General Terms and Conditions (GT&C) & Standard Terms and Conditions (STACS), it shall be construed that all the Tender terms and conditions of TEF, STACS and GT&C are Acceptable to you.

14. भार लादने का मापदंड | LOADING CRITERIA:

An illustration of the loading criteria for normalizing the bids, in regard to variations in payment terms, variations in commercial terms etc. for ranking of bids to judge L1 will be adopted is at Annexure -10 attached as Illustration for loading criteria.

- i. Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:
- ii. It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.00% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- iii. For additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv. Deviations sought in respect of Liquidated Damages (LD): - Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidders adhere to the stipulated clause.

15. प्रदर्शन बैंक जमानत | PERFORMANCE BANK GUARANTEE (PBG):



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The successful bidder shall submit the performance bank guarantee (PBG) for the 10% of the total order value of supply excluding GST in the form of DD /Pay Order/ Bank Guarantee on Rs. 500 stamp paper in favour of Mazagon Dock Shipbuilders Ltd, Mumbai valid up to end of contract period plus additional 4 weeks. (for claim Period) from the date of satisfactory commissioning/sign off by MDL

In the event of non-performance of the item and if you fail to attend the guarantee defects within reasonable periods of time, the Performance Bank guarantee will be en-cashed. MDL decision shall be final and binding on you in this regard.

Note:

1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→ Tenders→Bills/EMD status).

2. In case of BG towards PBG, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.

16. बोलियों में संशोधन | MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online. Also Bidders intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.

17. निविदा खोलने की प्रक्रिया | TENDER OPENING STAGES:

The participant bidders can also witness the following activity of the bids online from their location by logging on to the e-portal with their Class-IIIB or Digital Signature Certificate of higher version.

Techno-Commercial Bid with price will be opened online on the Tender closing date at the declared time/day (or next working day if the closing date happens to be a holiday declared by MDL) by a team of MDL's Tender Opening Officers.

18. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by ED (East Yard) has been set up in the Company. Members of Public having complaints or grievances are advised to contact him on Wednesday between 10.00 Hours and 12.30 hours in EY- office, MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai -400010 (022-23763506, 23738368) or send their complaints/grievances to him in writing for redressal.

19. परिनिर्धारित नुकसान | LIQUIDATED DAMAGES:

Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.



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20. एमडीएल छुट्टियों पर कार्य|WORKING ON MDL HOLIDAYS:

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

21. आईटी उत्पाद आपूर्ति के लिए प्रामाणिकता का उपक्रम| Undertaking of Authenticity for IT Products Supplies:

The successful bidder shall submit undertaking of Authenticity for IT Products from OEM on their letterhead signed by authorized Signatory (from OEM side) as per prescribe format at Annexure-12 with original invoice for payment release purpose.

22. गारंटी / वारंटी | GUARANTEE/ WARRANTY: Three Years Subscription

The vendor shall give Telephonic / email support from 09:00 AM to 06:00 PM on all working days.

Note:

1. Vendor has to provide support during the warranty as per scope of work during the support period and trouble shoot issues with regards to all components on Non-chargeable basis.
2. Vendor should carry out all the configurations and install all the patches/upgrades and carry out any other relevant activity during the period as per MDL's requirements for completion of the Project.

23. बोलियों की क्रम सूची| RANKING OF BIDS:

L1 determination will be done on overall basis.

Bidders are requested to fill up their rates for all items as per rate sheet strictly.

Note:

1. Online ranking visible to the bidders after opening Price Bid is without loading parameters and as applicable. However, L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender.
2. In case the quoted Taxes & Levies in the price bid is not found in accordance with GOI schedules. The total prices quoted in Price bid Part II will be considered for L1 determination and the firm has to accept the basic prices derived after considering applicable Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid.

24. निरीक्षण और कार्य पूर्ती | INSPECTION & WORK COMPLETION.

- i. All items supplied as per scope at MDL shall be visually inspected by MDL. Only After visual inspection & Acceptance by MDL Official items to be installed.
- ii. Final Work Completion Certificate for execution of entire scope or supply/services as defined in order certified by Executives in the rank of CM & above of User Dept on satisfactory completion of work & acceptance by user.
- iii. Items damaged during transit shall also be rectified or replaced by the supplier free of cost within shortest possible time.

25. माल पाने वाला|CONSIGNEE:

The successful bidder shall arrange dispatch of goods on door delivery basis by appropriate Rail/Road/Air transport as per the order to MDL, Mumbai on working days in working Hours in case truck/tempo reaches our yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking



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charges at receipt location shall be to bidder account. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of Lorry Receipt (LR).

26. FREAK LOW RATES:

In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment

27. माडॉलि अस्वीकरण नीती | MDL DISCLAIMER POLICY:

MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tender without assigning any reason.

MDL shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

28. GeM उपलब्धता रपट और पूर्व लेन-देन सारांश | GeM Availability Report and Past Transaction Summary

GeM Availability Report and Past Transaction Summary.

Report ID: GEM/GARPTS/21072020/LCITSCQUW8FU

Generated On: 21/07/2020

Valid Till: 20/08/2020.

29. HINDRANCE REGISTER

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.

30. गैर प्रकटीकरण समझौता | Non Disclosure Agreement (NDA).

i) Initially the participating bidders shall have to submit NDA without any deviations on Company's Letterhead by authorized Signatory from vendor side as per prescribed format at Annexure-14 while submission on due date.

ii) After placement of order, successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs. 500/- in two (2) originals. Agreement will be executed by authorized representatives from Vendor Side & Mazagon Dock Shipbuilders Ltd.

Note: Bidders are requested to visit MDL site before submission of their bid.

Yours faithfully,

For माझगांव डॉक शिपबिल्डर्स लिमिटेड

MAZAGON DOCK SHIPBUILDERS LIMITED,

मुख्यप्रबंधक (सीआईटी- वाणिज्य) | Chief Manager (CIT - C)



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Following documents, references & formats forms an integral part as per the tender terms. All Terms n Conditions & formats available on MDL Website <https://mazagondock.in>. Please refer website for any further communication or corrigendum to the tender if any.

वेबसाईट पर विस्तार पथ: होम> निविदाएं> आईटी प्रापण>आईटी प्रापण निविदाएँ मानक नियम एवं शर्ते प्रारूप

Detail path on website: Home > Tenders>IT Procurement>IT Proc Notifications /STACS Format

संलग्नपत्र १ | Annexure 1 – Technical Specifications/ Scope of work

संलग्नपत्र २ | Annexure 2 – Rate Sheet Format.

संलग्नपत्र ३ | Annexure 3 - Standard Terms & Conditions (STACS)- Items.

संलग्नपत्र ४ | Annexure 4 - General Terms & Conditions (GT&C) – Items & Services.

संलग्नपत्र ५ | Annexure 5 - Tender Enquiry Terms.

संलग्नपत्र ६ | Annexure 6 - PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT.

संलग्नपत्र ७ | Annexure 7 - Proforma Bank Guarantee for Performance.

संलग्नपत्र ८ | Annexure 8 - RTGS/NEFT/ECS Format.

संलग्नपत्र ९ | Annexure 9 - Statutory requirements, Official Secret Act 1923 & Safety Clause.

संलग्नपत्र १० | Annexure 10 - Illustration for loading factors for ranking of bids.

संलग्नपत्र ११ | Annexure 11PROFORMA BANK GUARANTEE FOR BID BOND / EMD

संलग्नपत्र१२| Annexure 12–Undertaking of Authenticity for IT Products Supplies.

संलग्नपत्र१३ | Annexure 13 - Declaration Certificate For Local Content

संलग्नपत्र१४ | Annexure 14 - NDA Format



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

Enclosure -1

Technical Specifications/ Scope of work.

A) Technical Specifications

Item No	Sr.	Item Specifications	UNIT	Total QTY
100		Adobe Acrobat PRO DC with three years subscription	NOS	10

Scope of work

Following are the minimum / equivalent configurations / specifications / features for the required for Adobe Acrobat PRO DC.

- 1) The scope shall cover Supply, Installation, Configuration, Testing, Commissioning and set to work of Software and its associated modules and subscription support at MDL as per the technical specifications mentioned above.
- 2) The supply of all the Software components shall be with the required 3 Years subscription licenses or with any other mechanism ensuring that the validity of the license is 3 years and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL
- 3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.
- 4) The duration of subscription for software will be for a period of 3 (Three) years, and will commence immediately after the successful completion and acceptance of the software.
- 5) The vendor has to maintain the supplied software and ensure smooth running of the same during the entire period of subscription.
- 6) At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of subscription.
- 7) Vendor shall provide installation and subscription services. Accordingly, the supplier warrants that the products delivered under this order shall be free from defect in material, workmanship and manufacture, for a period of 36 months or as specified in the order from the date of supply/installation. If found defective during the said subscription period, supplier shall repair and/ or replace at his cost within a period of 2 working days.
- 8) 10% of the total value will be retained as PBG during the subscription period.
- 9) The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.
- 10) Telephonic / email support from 09:00 am to 6:00pm shall be available on all working days. MDL will provide hyper converged Infrastructure to install the VM based SIEM solution.



Supply, Installation, Configuration, Testing & Commissioning of Adobe Acrobat PRO DC with 3-year subscription.

Enclosure -2

दर पत्रक | Rate Sheet

Item Sr. No. on Tender	Material / Service Details	Qty**	UNIT	Basic Rate Rs.	GST as Applicable in %	HSN Code	Total cost incl. of Taxes & Duties Rs.
100	Adobe Acrobat PRO DC with three years subscription	10	NOS				
	TOTAL PRICE						

1) Bidders should quote as per rate Sheet Only.

टिप्पणी | Note:-

**Quantity mentioned in rate sheet is indicative however, the quantity may be increased /decreased at the time of placement of order as per the terms & condition of the tender & rates quoted in your e-offer.



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Annexure 3

STANDARD TERMS AND CONDITIONS (STACS)
(FOR PURCHASE OF ITEMS)

101 The word '*Purchaser*' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

102 The word '*Bidder/Supplier/Contractor*' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

103 The word '*Owner*' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the *Bidder/Supplier/Contractor* under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

210. PURCHASER'S PROPERTY.

211. 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.

212. 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.

220. RISK PURCHASE

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be

recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.



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230. RECOVERY-ADJUSTMENT PROVISIONS:

231. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

240. ADDITIONAL BANK GUARANTEE

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

250. INDEMNIFICATION

251. The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, 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.

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

261. 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.

270. SUBCONTRACT & RIGHT OF PURCHASER

271. 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.

280. PATENT RIGHTS.

281. 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.

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores 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 /



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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 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.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser.

Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and

all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any

offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser 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 Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. 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,



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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.

320. EXPORT LICENCE

321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

341. 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.

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. 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.

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.

352. 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 & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

353. 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



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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.

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

360. JURISDICTION OF COURTS

361. 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.



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STACS ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No.

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV
101		231		303	
102		241		311	
103		251		321	NA
121		261		331	
201		271		341	
211		281		351	
212		291		352	
221		301		361	
222		302			

COMPANY'S NAME & ADDRESS:

DATE:

DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.



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Annexure 4

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

(EXCLUDING CIVIL WORKS)

A10. BLANK

A20. SECURITY DEPOSIT.

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A30. FORFEITURE OF EMD / BID BOND.

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

A40. FORFEITURE OF SECURITY DEPOSIT.

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

A50. FORFEITURE OF PERFORMANCE GUARANTEE

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

A60. SUPPLIES

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

A70. PROGRESS REPORTING & MONITORING

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

A80. CANCELLATION OF ORDER

A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances

together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.



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A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

A90. # PRESERVATION AND MAINTENANCE

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A100. FREIGHT AND INSURANCE.

A101. For Indigenous Bidders. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. For Foreign Bidders.

For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's

insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption

certificates are not issued for any reason; taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Similarly, where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid



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by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract,

the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be

called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value Stamp Duty

a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.

Rs. 500.00

b. Where it exceeds rupees 10 Lakhs Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

A120. DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A130. # INSPECTION, TESTING.

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order__

A132 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A140. RECEIPT INSPECTION BY MDL.

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL



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Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within

30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

A150. REJECTION OF MATERIALS.

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decide to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

A170 PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor 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.

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.



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A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

A200. FACILITY PROVISION (Applicable only for Services)

A201. The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

A211. The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% &

for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

A230 PREFERENCETIAL PURCHASE FROM MSE VENDORS:

MDL has right to place order on MSE firm meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable.



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ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A21		A93	NA	A162	
A31	NA	A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	NA
A61		A121		A171	
A71	NA	A131	NA	A181	NA
A81		A132	NA	A191	
A82		A133	NA	A201	NA
A83		A141		A210	NA
A91	NA	A151		A220	NA
A92	NA	A161		A230	

COMPANY'S NAME & ADDRESS :

DATE :

DESIGNATION :

SIGNATURE :

NAME :

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A10 means – Clause nos. A11, A12, A13.



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ANNEXURE -5

TEF ACCEPTANCE FORMAT

To,

MAZAGON DOCK SHIPBUILDERS LIMITED

IT PURCHASE SECTION.

TENDER ENQUIRY No.

TEFCLAUSE No.	BIDDER'S REMARK	TEFCLAUSE No.	BIDDER'S REMARK	TEFCLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18		28	
9		19		29	
10		20			

COMPANY'S NAME & ADDRESS:

DATE : _____

SIGNATURE :

NAME :

DESIGNATION : _____

BIDDER'S COMPANY SEAL:

NOTES :

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).



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ANNEXURE – 6

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor /Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

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



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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 exclusivejurisdiction.

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

For Bank (by its constituted attorney)

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

NOTE :-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.



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ANNEXURE - 7

PROFORMA BANK GUARANTEE FOR PERFORMANCE

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees only) being 10% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

3. We, Bank further agree that the amount demanded by the Purchaser as such shall be

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

4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest

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

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

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

7. Notwithstanding anything contained herein above:

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



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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)

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

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.



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ANNEXURE - 8

RTGS/NEFT - MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

Grid for Supplier's / Vendor's Name

2. Supplier's / Vendor's Name as per Bank Records:

Grid for Supplier's / Vendor's Name as per Bank Records

3A. Supplier's Code

3B. Supplier's PAN Number: #

Grid for Supplier's Code

Grid for Supplier's PAN Number

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Grid for Supplier's / Vendor's Complete Postal Address

5. Supplier's / Vendor's E-mail ID:

Grid for Supplier's / Vendor's E-mail ID

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

Grid for Telephone and Mobile Numbers

7. Name of the Bank:

Grid for Name of the Bank

8. Bank (Branch) Postal Address:

Grid for Bank (Branch) Postal Address

9. RTGS*/NEFT** - Code of the Branch:

Grid for RTGS*/NEFT** - Code of the Branch



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RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:	<input type="checkbox"/>	Cash Credit Account:	<input type="checkbox"/>	Current Account:	<input type="checkbox"/>
----------------------	--------------------------	----------------------	--------------------------	------------------	--------------------------

11. Bank Account Number of the Supplier: ©

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

12. MICR code:

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

MAZAGON DOCK SHIPBUILDERS LIMITED

DOCKYARD ROAD,

MUMBAI - 400 010



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ECS – FORMAT

BIDDER'S NAME :

ADDRESS :

VENDOR REGN. CODE NO. WITH MDL :

BIDDER'S BANK NAME :

BANK BRANCH ADDRESS :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :

SAVINGS CURRENT OTHERS* *give details

NAME OF BANK :

MICR NO. (9 DIGITS) FOR PAYMENT :

BIDDER'S PAN NO. :

NOTE : (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PEFORMAT APPENDED BELOW.

(ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF DULY CANCELLED.)

We hereby authorize Mazagon Dock Shipbuilders Limited to make all due payments through ECS by effecting credit in our above mentioned bank account.



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We, hereby, declare that particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user institution responsible.

Date

AUTHORISED SIGNATORY OF THE BIDDER

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK



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Annexure - 9

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) : "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any 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.



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SECTION 8 : "DUTY OF GIVING INFORMATION"

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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



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Annexure - 10

A) LOADING FACTORS FOR RANKING OF BIDS

(ILLUSTRATIVE FORMAT)

Sr. No	Description	Foreign Supplier 100% import content	Indigenous Supplier with part import content	Indigenous Supplier without import content
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	Incase of 1(a)	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	Incase of 1(a)	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term .

6	Variation in payment Terms			
7	Income Tax & Service Tax on Technical Services / Service engineers liability to MDL.			
8	Production Norms such as Scrap %, output-input ratio			
9	Base date for price variation clause			
10	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr.Nos. 5 + 6 + 7 + 8 + 9		

Loading on Account of deviations in following commercial terms.

11	Security Deposit / Contract performance guarantee.			
----	--	--	--	--



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12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		
D. Landed Cost:				
18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

Note :

- a) Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.
- b) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads. Set off on any taxes and duties shall not be considered for ranking of bids.
- c) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.
- d) Wherever all inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- e) It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier.



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Annexure-11

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 fulfill 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.....



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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 authorized to sign on behalf of "the Bank")

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL

Bank SWIFT A/c. No. is SBININBB101.



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ANNEXURE-12

Undertaking of Authenticity for IT Products Supplies

To,

I.T. Purchase Section

Mazagon Dock Shipbuilders Limited

Dockyard Road, Mazagon

Mumbai – 400 010

Sub : Supply of IT Software

Ref : 1) Your Purchase Order No.

Dated

2) Our Quotation No. / Invoice No _____ Dated

With reference to the IT Software being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above.

We hereby undertake that all the software supplied against above, shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

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

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

* Authorized Signatory

Name

Designation

Place

Date

* The authorized signatory should not be lower than the company secretary of the system OEM.



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DECLARATION CERTIFICATE FOR LOCAL CONTENT ANNEXURE-13

This declaration must form part of all tenders & it contains general information and serves as a declaration form for local content for bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

1. General Conditions

1.1. The local content (LC) as a percent must be calculated in accordance with the definition provided at clause 2 of Public Procurement (preference to Make in India)

Order 2017.i.e. "Local content is the amount of value added in India which shall be total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value in percent."

1.2.A bid will be disqualified if:

- 1. the bidder fails to achieve the stipulated minimum threshold for local content indicated in tender; and.
- 2.this declaration certificate is not submitted as part of the bid documentation.
(This is applicable only for tenders below Rs. 50Lakhs)

2. Definitions

2.1. "**Imported content**" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported(whether by the supplier or its subcontractors) and whose costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the port of entry in India i.e Mumbai in case of MDL;

2.2. "**local content**" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

3. The stipulated minimum threshold(s) for local content for this bid is/are as follows:

Description of services, works or goods	Local Content	Custom Duty
_____	_____%	_____%
_____	_____%	_____%
_____	_____%	_____%

4. Does a bidder seeks benefit of Public Procurement Policy for YES / NO
MSEs –Order 2012. If yes, bidders should not seek benefits against this policy & should categorically seek benefits of only one policy which cannot be modified subsequently.

5. 4.1 Does any portion of the services, works or goods offered YES / NO have any imported content?

4.2 If yes, the rate(s) of exchange to be used in this bid to calculate the local content. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Currency Rates of exchange
US Dollar	
Euro	
Others	



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LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.

ISSUED BY: (Name of Firm):

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the tender, and as measured in terms of Public Procurement (preference to Make in India) Order 2017.

(c) The local content has been calculated using the definition given in clause 2 of Public Procurement (preference to Make in India) Order 2017, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding net domestic indirect taxes	
Imported content including all custom duties	
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content %, as calculated	

NB: If the bid is for more than one product or the product offered has components / raw material / sub assemblies, a schedule of the local content by product or product break-up including applicable custom duties of shall be attached.

(d) I accept that the Procurement Authority / Institution / MDL has the right to request that the local content be verified in terms of the requirements of Public Procurement (preference to Make in India) Order 2017.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Institution / MDL imposing any or all of the remedies as provided for in Clause 9 of the Public Procurement (preference to Make in India) Order 2017.

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____



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ANNEXURE-14

NON DISCLOSURE AGREEMENT(NDA)

THIS NON DISCLOSURE Agreement made at Mumbai, India on this ____ day of ____ 2017 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____").

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

WHEREAS

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

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

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

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

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

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

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

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

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

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

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

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

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

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.



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(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof;

or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the

Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written)



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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.500/-, if it is executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL.

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract