



निविदा पूछताछ
TENDER ENQUIRY

[प्रेस निविदा]
[PRESS 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.mazdock.com

Certified - ISO 9001: 2008 for Shipbuilding Division

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. सेवा में /To	3000000321 Prashant C Salunke	विभाग/Department क्रय अधिकारी/Purchase Exec. दूरभाष सं./Telephone No फैक्स सं./Fax No ई-मेल/E-Mail	IT-PURCHASE Prashant C Salunke 23762149 23721551 pcsalunke@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	3000000321 12.05.2017 15.06.2017 14:00:00 2090000946

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	450,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		16.06.2017,11:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %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's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया / Dear Sir/Madam,
विषय /SUB:- SUPPLY , INSTALLATION, COMMISSIONING & TESTING OF EMAIL & EMAIL ARCHIVAL SYSTEM WITH FIVE YEARS COMPREHENSIVE WARRANTY AS PER TENDER DOCUMENT.
माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।/
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- 510000000000000213 Mail Server & Archival - Primary सामग्री वर्णन/Material Description :E-Mail and Archival System at Primary Site Having 2000 nos Web Mail Clients, Mail Servers (software) & Archival (Software) for 2000 nos active users.	2,000 Number	24.11.2017

निविदा सं./ Tender No:- 3000000321		निविदा तिथि/ Tender Date:- 12.05.2017		आरएफक्यू सं./RFQ No:- 2090000946	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
	<p>Warranty - 5 years</p> <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Mail Server Software (based on the architecture proposed. 2. Licenses for 2000 nos web mail clients 3. Server software for archival system, No of licenses should be based on the architecture proposed with HA. 4. Licenses for 2000 nos archival clients (active user licenses) 5. Operating system licenses for the Email and the Archival software. 6. Hardware for fetchmail & E-mail relay based on the architecture and any other software/Hardware licenses deemed necessary. 7. Warranty of 5 years back to back from respective OEM for all the components, Hardware and Software (mail, archival, operating system, databases, replication software etc). 				
00200	<p>सामग्री सं./ Material Number :- 51000000000000213</p> <p>Mail Server & Archival -DR</p> <p>सामग्री वर्णन/Material Description :E-Mail and Archival System at DR Site Having 2000 nos Web Mail Clients, Mail Servers (software) & Archival (Software) for 2000 nos active users at DR site Warranty - 5 years</p> <p>The DR site (Near DR) shall be hosted in a other building in MDL premises.</p> <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Mail Server Software. No of licenses should be based on the architecture proposed with HA. 2. Licenses for 2000 nos web mail clients 3. Server software for archival system, No of licenses should be based on the architecture proposed with HA. 4. Licenses for 2000 nos archival clients (active user licenses) 5. Operating system licenses for the Email and the Archival software. 6. Replication software / hardware for replicating the Mail data (email and archival) from primary to DR and any other software/Hardware licenses deemed necessary. 7. Warranty of 5 years back to back from respective OEM for all the components, Hardware and Software (mail, archival, operating system, replication software etc). 	2,000 Number	24.11.2017		
00300	<p>Implementation at Primary</p> <p>The Line item 00300 covers the following services</p>	1 Activity unit	24.11.2017		
000000001 0	<p>सेवा सं./Service Number :-</p> <p>संक्षिप्त वर्णन/Short Description :- Implementation at Primary</p> <p>सेवा विवरण/Service Details :- Implementation of the Mailing System and Archival system at the</p>	1 Activity unit			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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Primary.
Includes Installation of Mailing System and Archival system, Migration of the E-mail boxes in the current Lotus domino system (1400 nos) to the proposed mailing setup and Migration of the Journal data/files (Archival) of the existing Lotus domino setup to the new Archival System.

00400	Implementation at DR Service Description :	1 Activity unit	24.11.2017
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The Line item 00400 covers the following services

000000001	सेवा सं./Service Number :- 0	1 Activity unit	
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संक्षिप्त वर्णन/Short Description :- Implementation at DR
सेवा विवरण/Service Details :- Implementation of the Mailing System and Archival system at the DR.

It includes implementation of the mailing and archival at the DR and replication of the Primary site (Mail as well as Archival) to the DR site.

Technical Specification & Scope of Work

Refer the Annexure 1 for detailed Technical Specification & Scope of Work.

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



माझगांव डॉक शिपबिल्डर्स लिमिटेड / MAZAGON SHIPBUILDERS DOCK 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

निविदा सूचना (भाग २) / WEB TENDER ENQUIRY (Two Bid System)

E-Procurement Portal :- <http://eprocuremdl.nic.in>

विभाग/DEPARTMENT: सीआईटी/CIT

अनुभाग/SECTION: आईटी-वाणिज्य/IT PURCHASE

ई-निविदा/E-TENDER NO: 3000000321

बयाना जमा/EMD: Rs.4,50,000/-

निविदा दिनांक TENDER DATE	12.05.2017
निविदा बंद होनेका समय TENDER CLOSING DATE & TIME	15.06.2017 at 14.00 Hrs.
निविदा खुलनेका समय TENDER OPENING DATE & TIME	16.06.2017 at 11:00 Hrs.

Dear Sir / Madam,

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES COMPETITIVE BIDS ONLINE on our e-Procurement portal from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the Supplies against this tender:

1. कार्य का विवरण - Description of Work / Supplies:

Supply , Installation, Commissioning & Testing of Email & Email Archival System with five years comprehensive warranty as per Tender document.

2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS

2.1 In case of any clarifications, bidders are requested to contact to Commercial section Tel: 022-2376 2149/2240 well in advance of the closing date of the tender.

2.2 An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <http://www.mazdock.com> (On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocuremdl.nic.in>)

2.3 Bidders can participate in online bidding:

a) *By registering with our e-procurement portal for User ID and Password.*

(Every bidder must register themselves on the ASP's website i.e. <http://eprocuremdl.nic.in> (registration is free of cost)

b) *By obtaining Class III B DSC (Digital Signature Certificate) for secured bidding.*

(Firm must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-II B or above DSC with encryption & signing authority) 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.)

2.4 Bidder/s intending to submit their bid and not having DSC in order to facilitate uploading of bid well within closing date, should approach the Service Provider (Contact details provided in Para 2.6 below) 10 working days in advance of tender closing date requesting for DSC and simultaneously forward the copy of the request to designate MDL dealing officer. In case wherein DSC not received within 3 to 4 working days of the request made to service provider, the Bidder shall inform to HOD (CIT) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to **HOD(CIT) ggagrawal@mazdock.com** at least three days in advance from tender closing date. Beyond above mentioned period request for extension will not be considered.

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 Contact details of the Officials for the training/problem resolution in respect to e-tender are as under:

MDL single point contact:

Mr. M. S. Kumbhare, DGM(C-MATERIAL) on 022-23763250

Email: - Mskumbhare@mazdock.com

Service Provider representatives:

Website: <http://eprocuremdl.nic.in>

Help Line: 0120-4200462, 0120-4001002 & Mr. Akshay- 9022422364

Email ID: eproc-support@gov.in

2.7 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.

2.8 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 In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (as mentioned 2.6 above) for problem resolution at least 72 hours before the due date and time of the tender.

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

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.

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 below are not required for MDL permanent registered vendors. However, remaining all mentioned documents are mandatory for all bidders.

3.2 For Items:

- i. Bidders Company Profile and valid Shop & Establishment registration certificates.
- ii. Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2016.
- iii. Bidder's average turnover during last 3 years ending 31st March 2016 should be at least Rs. 85,00,000/- (Rs 85 Lakhs).
- iv. The bidder should either be the OEM of the offered Solution or its Authorized distributor / Service provider. The Bidder shall have to furnish a letter from the OEM authorizing them to supply and Implement the Enterprise E- Mailing and Archival Solution against this specific tender with back to back support for 5 years.
- v. The OEM of the product should have a support office for the proposed product in INDIA.
- vi. The proposed E-mail system should be in the market for more than 10 years. (i.e 2007 and earlier.) (No Free / Community based software to be offered) (Old Purchase orders to be submitted with installation/completion by OEM/Distributor)
- vii. The bidder should have installed an E-mailing solution on premise in at least 1 Govt / PSU organization in India within Past 5 years.
- viii. The bidder should have a registered support office in Mumbai for providing onsite support.
- ix. The bidder should have completed similar orders of value Rs.1.05 crores (combined in Max 5 orders (on premise installations for supply and installation of E-mail system) during last 5 years, in which at least one order for E-mail System should be with more than 2000 users. (Purchase Orders & Completion Certificates to be provided for the clause vi, vii & ix)
*Last 5 years means duration from 01/04/2012 to 31/03/2017

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 bidders registered with Mazagon Dock Shipbuilders Limited for copy of valid registration certificate. Hard copies must be submitted within stipulated time failing which offer shall be summarily rejected.

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

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

4.1) Indigenous bidders shall furnish EMD of Rs. 4,50,000/- (Four Lakhs Fifty Thousand) in the form of DD/ NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED. Foreign bidders shall submit bid bond/SWIFT Message of equivalent foreign currency. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

4.2) In case of bid bond / Bank Guarantee, Financial instrument 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.

4.3) 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 DD/NEFT/Bank Guarantee online 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),
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) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

4.8) बयाना जमा प्रस्तुत करने से छूट | EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) 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.
- c) 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.
- d) All Micro and small Enterprises subject to their submission of valid registration Certificate from competent authority regarding their Micro/Small Industry status.

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. दो बोली प्रणाली में प्रस्ताव प्रस्तुत करे | SUBMISSION OF OFFER IN TWO BID SYSTEMS:

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

Bids must be in two parts, I.e. Part-I Techno-Commercial bid and Part-II Price Bid, as appearing on line.

(A) भाग १- (तकनीकी वाणिज्यिक) | Part-I (Techno-Commercial 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.
- vi. The scanned image of DD/BG towards Earnest Money Deposit (EMD)/BID BOND 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 5.2 above in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 days from the tender closing date.

(B) भाग २- मूल्य बोली | Part-II (Price Bid)

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.

- i. 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 कसौटी | BID REJECTION CRITERIA:

a. Following bids shall be categorically rejected;

- i. The Bids received after tender closing date and time.
- ii. Bids received without EMD (other than those who are exempt from payment of EMD) as specified in the tender.
- iii. Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- iv. In case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.
- v. Bids received by any other form other than e-tender on portal.

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.

b. 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 letter towards being dealer/ partner/distributor from OEM
- xii. Bidders not agreeing to furnish required Undertaking of Authenticity for IT Products Supplies.
- 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 including Installation & Commissioning is as under:

Phase 1 - Implementation at the Primary Site - delivery to be within 20 weeks after placement of order.

Phase 2- Implementation at the Near DR site - delivery to be within 24 weeks after placement of order.

Kindly quote the earliest delivery/completion period in Part-I bid.

9. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender enquiry at Annexure - 2 for free delivery of the items in MDL at indenting dept through Good Receipt Section (GRS) & 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:

Payment for 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 taxes, duties, Octroi, service tax etc. as may be payable through RTGS/NEFT between 25 to 30 days after receipt/completion of followings:

Phase 1 – Post the successful completion of primary site, amount of 10% of the supply at Primary Site will be retained during the entire warranty period. Out of this withheld amount (10 % of the supply for primary site) payment to the tune of 5% of the supply at primary site shall be released on completion of DR site or 6 months whichever is earlier on submission of Bank Guarantee for equivalent amount valid till the end of warrantee period. The balance 5% shall be withheld till the end of entire warranty period and the payment will be made after deducting the penalty towards downtime if any during the warranty period.

Documents required:

- Complete set of the Items/Hardware/Software/licenses through GRS.
- Successful delivery to User Dept as per scope of Tender/Order.
- Original Invoice documents in Triplicate.
- Guarantee/Warranty Certificate (clearly mentioning Sr No/Licenses with date of completion).
- Work completion Certificate from MDL User dept certified by Executive in the rank of CM & above.
- Technical documentation/deliverables in requisite sets as per scope if any.

Phase 2- Post the successful completion of DR site, amount of 10% of the supply at DR Site will be retained during the entire warranty period. Out of the withheld amount (10 % of the supply for DR site) payment to the tune of 5% of the supply at DR site shall be released on submission of Bank Guarantee for equivalent amount valid till the end of warrantee period. The balance 5% shall be withheld till the end of entire warranty period and the payment will be made after deducting the penalty towards downtime if any during the warranty period.

Documents required:

- Complete set of the Items/Hardware/Software/licenses through GRS.
- Successful delivery to User Dept as per scope of Tender/Order.
- Original Invoice documents in Triplicate.
- Guarantee/Warranty Certificate.
- Work completion Certificate from MDL User dept certified by Executive in the rank of CM & above.
- Technical documentation/deliverables in requisite sets as per scope if any.
- Undertaking of Authenticity for IT Products from OEM as per attached Annexure-12.
- Proof of Material Dispatch Note (MDN) that 4 Nos. of Old / obsolete items under buyback have been taken out of MDL.
- Training Completion Certificate from User Dept along with attendance record sheet.
- Performance Guarantee as per tender/order.

10.2.-The payment for the withheld amount (5 % of the supply without taxes) shall be made at the end of warranty period (of five years) after deducting the penalty towards downtime if any during the warranty period.

Note: 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.

11. सुरक्षा जमा | SECURITY DEPOSIT:

After Placement of Order

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/ order excluding Taxes, Duties, and freight etc. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annx-6 in favour of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks in the prescribed format and valid till successful delivery/completion date plus additional 4 weeks (for claim period). There shall be deductions in the form of payment of interest on the delayed period of submission beyond stipulated period of 25 days of submission. Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

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.

12. प्रदर्शन बैंक जमानत | PERFORMANCE BANK GUARANTEE:

The successful bidder shall submit the performance bank guarantee (PBG) for the 5% of the order value excluding Duties and Taxes in the form of DD /Pay Order/ Bank Guarantee in favour of Mazagon Dock Shipbuilders Ltd, Mumbai.

In case of Bank Guarantee, BG shall be valid for contractual period of five years warranty/support plus additional 4 weeks (for claim Period) from the date of satisfactory commissioning/sign off by MDL.

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.

13. निविदा के लिये लागू | APPLICABLE TO TENDER

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 28 of Tender Enquiry, Acceptance

formats as per Annexure 3,4 & 5 contained therein should be properly filled by the bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure-9.

Note: In case of improper online filling of Acceptance Formats for TEF, GT&C and STACS, it will be construed that all the terms and conditions of the Tender are acceptable to the Bidder.

14. कर और शुल्क | TAXES & DUTIES:

The VAT / CST, Octroi Charges, service tax & education cess etc.as applicable shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.

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 variation in statutory levies arising subsequently in the absence of required base figures.

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.

Note:

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.

15. भार लाने 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.

- a. 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:
- b. It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. 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.
- c. 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.
- d. 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.

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.

a) Opening of Techno-Commercial Bid (Part – I Bid)

Techno-Commercial Bid (Part-I Bid) 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.

b) Opening of Price Bid (Part – II Bid)

After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidders, with the date & time of opening by e-portal itself. Such intimation may be given at a short notice by Fax, Email or even by telephone.

18. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by GM (Finance) has been set up in the Company. Members of Public having complaints or grievances are advised to contact him on Wednesday between 10.00 Hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762106 Or Board Line No.23762000/3000/4000.

19. 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.

20. 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.

21. स्कना दंड | DOWNTIME PENALTY:

Bidder should provide support (onsite only) with response time of 4 hours and resolution time of 48 hours. The down time beyond 48 hours will be penalized on per day basis as given below. i.e Rs. 2,000 per day for first 2 days, beyond which penalty shall be levied @Rs.4000 per day, per incident. Intervening Sat & Sunday shall be considered for downtime calculation. The downtime penalty shall be covered from the 5% retained amount during the warranty period.

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

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.

23. मूल्य/खरीद प्राथमिकता | PRICE/PURCHASE PREFERENCE:

No Price/ Purchase preference shall be given to any bidder irrespective of their status.

24. गारंटी/वारंटी | GUARANTEE/ WARRANTY:

1) All the products and its licenses should be provided with 5 years comprehensive onsite warranty support. The licenses should be perpetual in nature.

The bidder should provide back-to-back authorization from OEM of the products for the entire duration of project.

2) During warranty period, besides service/maintenance of Hardware and System Software and all driver software up-gradation, installing patches and services shall also be provided at no extra cost.

3) The vendor shall fulfill following conditions during Guarantee/warranty period:

3a) Supplier as well as OEM would provide the helpdesk support service through telephone/e-mail where user can lodge their complaint. Each user will be assigned a unique trouble ticket number through which user should be able to track the action taken on his complaint through a support portal.

3b) Under a warranty support, any failure in system or subsystem thereof should be rectified within maximum period of 2 working days of lodging complaint, failing which, penalty will be charged or

recovered from withheld amount towards penalty per day per system at the rate of given in Tender Para 20.

3c) Vendor/Authorized partner shall visit each site at least once in a year to fine-tune the performance of the system besides regular service calls during warranty period. The preventive maintenance may also be clubbed with regular service visit if any.

4) Defective/faulty Hard Disk of all equipment's will be retained by MDL as a matter of security policy.

25. बहुत कम बोली | 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.

26. बोलियों की क्रम सूची | RANKING OF BIDS:

L1 determination will be done on Group level with considering buyback only.

The ranking of Price Bids & L1 determination will be done on total effective price on group level basis.

Group 1- Total quoted Prices of all supply/Service items inclusive of taxes & levies Minus Group 2- Total quoted Old/obsolete hardware (buyback) inclusive of taxes

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

In case the quoted Duties, Taxes & Levies in the price bid Part-II, is not found in accordance with the Duties, Taxes and Levies specified in the blanked off rate sheet in Part-I Techno-commercial bid; 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 Duties, 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.

Note: Online ranking visible to the bidders after opening Part-II Price Bid is without loading parameters as mentioned in tender document and as applicable. However, L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender.

27. निरीक्षण और कार्य पूर्ण | 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. MDL shall carry out necessary inspection of the items on receipt in the MDL on the basis of the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier free of cost within shortest possible time.

28. 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 on working days in working Hours in case truck/tempo reaches hour yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking 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).

29. कंपनी नीति | Company 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.

Yours faithfully,
For माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED,

प्रबंधक (सीआईटी- वाणिज्य) | Manager (CIT - C)

- संलग्नपत्र १ | Annexure 1 – Technical Specifications/ Scope of work
- संलग्नपत्र २ | Annexure 2 – Rate Sheet Format.
- संलग्नपत्र ३ | Annexure 3 - Standard Terms & Conditions (STACS) with Acceptance Format.
- संलग्नपत्र ४ | Annexure 4 - General Terms & Conditions (GT&C) with acceptance Format.
- संलग्नपत्र ५ | Annexure 5 - Tender Enquiry Terms Acceptance Format.
- संलग्नपत्र ६ | Annexure 6 - Proforma of Security Deposit Bank Guarantee.
- 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 criteria.
- संलग्नपत्र ११ | Annexure 11 - Proforma Bank Guarantee Format for EMD.
- संलग्नपत्र १२ | Annexure 12 - Undertaking of Authenticity for IT Products Supplies.

E-Mail System with Archival System

Technical Specifications and Scope of Work

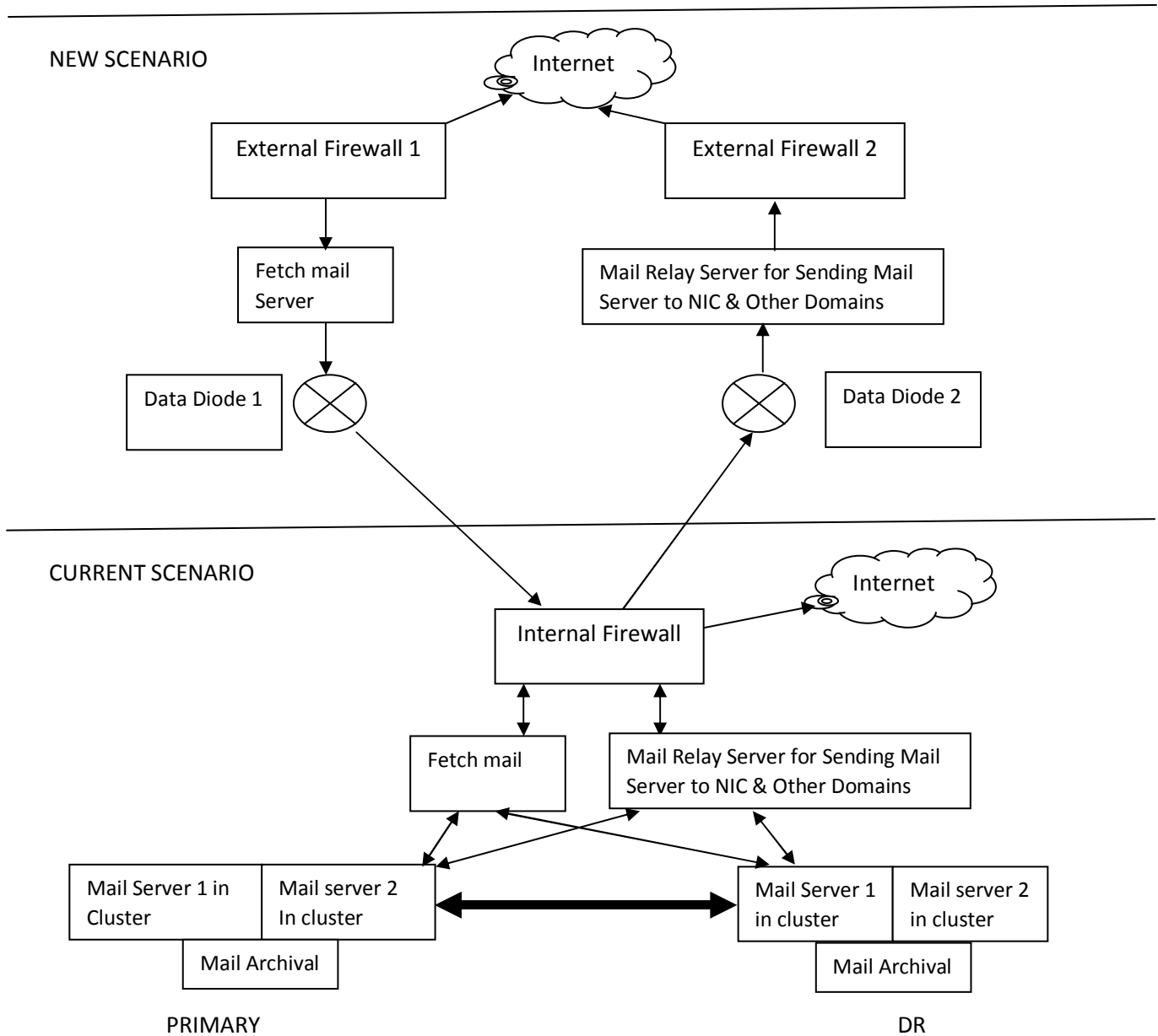
1. Existing Mail Setup
 - i. Software: Lotus Domino 9.0 on Windows platform
 - ii. Architecture: 2 nos mail servers in cluster having mails files and serving the internal users (web based) & 1 no mail server (domino) relay for sending mail outside to external domains and 1no mail server (domino) relay for sending mails to Govt/NIC domains (using the host, username and password provided by NIC). There is a fetch mail server (on cent O/S) for fetching mails from NIC Catch all account (using a fetch mail script) and delivers mails to internal mail servers.
 - iii. Backup of mails in the form of journaling.

2. Proposed Email Setup Architecture:

The new proposed setup should be as follows:

- i. The proposed setup should also have E-Mail servers in cluster for High availability where the mail files shall be stored. The setup should be installed on virtual environment of VMware provided by MDL.
- ii. The Mail Client access should be web based.
- iii. The proposed E-Mail archival software should store every mail going outside and coming inside as well as sent within the MDL domain.
- iv. The fetch mail (software) and the Mail relay sending (Software) should be installed on separate hardware which is to be provided by the bidder. The fetch Mail server & the SMTP relay servers shall be configured in manner based on the architecture proposed at point 3 below i.e. current scenario and new scenario (thereafter).
- v. The Internal mail servers and Mail archival system should support virtualization and to be installed on the proposed Hardware (indicated on point 4 below) on a virtual environment.
- vi. Configuring the SMTP to transfer mails with TLS encryption (wherever accepted) and clear text.
- vii. Digitally Signing the outgoing mails using the DKIM software.
- viii. Configuring DR for the setup (E-mail as well as Archival) such that in case of any issue at the primary the user can access the system from the DR. The DR is planned to be a Near DR and will be hosted in MDL campus in a nearby building.
- ix. The Mail files & the Journal files from the current domino setup should get migrated in the new Mail and Archival setup for easy reference and retrieval.

3. Mail Architecture



- Initially the Fetch mail and the sending servers (mail relay) to be configured in the current scenario. Both the servers are in the Internal network and the mails shall cross through the firewall directly to the internet. The number of relay servers (hardware and software) 1no or 2no to be decided based on the capability of the Mail relay server software to send the mails to NIC domain and rest of the domains using one server or 2 servers.
- Once the New scenario is implemented, the fetch mail and send mail (relay) shall be above the Internal firewall & data diodes in the DMZ. These servers to be re configured in the new scenario after the new setup of firewalls and data diodes are procured in future, wherein the receiving of mails and sending of mails shall happen through separate Data Diodes

3. Mail Servers & Email Archival should be installed with HA and should also be configured in DR such that in any issue at the primary the DR should get activated.

4. Deliverables:

- i. E-Mail server licenses considering primary HA & DR options, Fetch mail Server and Mail Relay server.
- ii. E-Mail Clients (Web based Client access)- 2000 nos users considering primary HA & DR options.
- iii. licenses for Email Archival software considering HA & DR options for 2000 users (Active Users). The licenses for the archival should not be capacity based.
- iv. Any other software licenses for configuring HA and DR.
- v. Hardware for both Relaying Mails Outside MDL domain (one or two servers depending on the architecture for sending mails to NIC and other domains) & Fetch mail. And any other hardware, deemed necessary for the architecture.
- vi. TLS encryption licenses and DKM licenses.
- vii. Operating systems for the various E-Mail servers, E-Mail Archival Servers, Fetchmail & Mail Relay. Other software like databases, replication software, deemed necessary should be included as part of the solution for both the Primary and DR.

5. Hardware for the Proposed Email and Archival Setup:

- i. The E-Mail servers & E-Mail archival software servers (both at primary and DR) shall be provided by MDL and has the following specifications
 - a. 2 CPU Server - 2 nos, each CPU with 14 cores with VMware 6.5 enterprise installed
 - b. Storage SAN Fujitsu DX 5300 with sufficient Disk capacity and storage replication enabled.
 - c. backup software Symantec.

Note: The Hardware for the primary site is already in place. The Hardware for the DR is expected in within 4 -5 months. The DR shall be installed and configured accordingly.

- ii. Relay hardware (Servers) rack based for sending emails to external domains & NIC and the fetch mail to be supplied by the bidder and to be mounted on Rack available in Data Center. The hardware specifications for the relay and the Fetch mail servers should be min 2 proc (each processor with min 6 cores 2.1 ghz or higher), 64GB RAM DDR4, 5 TB usable storage with RAID 5 configuration along with the relevant operating system.
- iii. The bidder should supply any other hardware deemed suitable as per the product and its architecture proposed.

6. Bill of material

		Qty
100	E-Mail and Archival System at Primary Site Having 2000 nos Web Mail Clients, Mail Servers (software) & Archival (Software) for 2000 nos active users. Warranty - 5 years Deliverables:	1 No

	<ol style="list-style-type: none"> 1. Mail Server Software (based on the architecture proposed.) 2. Licenses for 2000 nos web mail clients 3. Server software for archival system, No of licenses should be based on the architecture proposed with HA. 4. Licenses for 2000 nos archival clients (active user licenses) 5. Operating system licenses for the Email and the Archival software. 6. Hardware for fetchmail & E-mail relay based on the architecture and any other software/Hardware licenses deemed necessary. 7. Warranty of 5 years back to back from respective OEM for all the components, Hardware and Software (mail, archival, operating system, databases, replication software etc.). 	
200	<p>E-Mail and Archival System at DR Site Having 2000 nos Web Mail Clients, Mail Servers (software) & Archival (Software) for 2000 nos active users at DR site Warranty - 5 years</p> <p>The DR site (Near DR) shall be hosted in a other building in MDL premises. Deliverables:</p> <ol style="list-style-type: none"> 1. Mail Server Software. No of licenses should be based on the architecture proposed with HA. 2. Licenses for 2000 nos web mail clients 3. Server software for archival system, No of licenses should be based on the architecture proposed with HA. 4. Licenses for 2000 nos archival clients (active user licenses) 5. Operating system licenses for the Email and the Archival software. 6. Replication software / hardware for replicating the Mail data (email and archival) from primary to DR and any other software/Hardware licenses deemed necessary. 7. Warranty of 5 years back to back from respective OEM for all the components, Hardware and Software (mail, archival, operating system, replication software etc). 	1 No
300	Implementation of the Mailing System and Archival System at Primary Site	1 AU
400	Implementation of the Mailing System and Archival System at DR Site	1 AU

7. The technical specifications are given below

A. E-Mailing System

i. Multi-domain Support, Sub-domain Support

ii. Mail Server Management should support

- a. Mail Delivery Tracking
- b. Inbound Mail Filters
- c. Configuring SMTP and Relay Hosts
- d. Domain-based E-mail Restrictions
- e. Vacation reply/Automatic response to incoming messages (User and Administrator level)
- f. Number of concurrent SMTP connections should customizable and configurable
- g. Cluster support
- h. High Availability of Cluster Servers/load balancing
- i. Active-Passive and Active-Active Configuration
- j. Disaster Recovery
- k. Load Balancing Services

iii. Mail Quota

- a. Configuring Default Mail Quota domain wise & user wise.
- b. Prevent Bouncing of mails if quota has exceeded and also if the message size is beyond the quota limit specified.
- c. Administrator should get a log and be able to monitor the disk space used by an user /all user using admin console.
- d. An end user should get a warning about running out of space in advance based on the threshold set. The warning could be linked to a criterion. Eg. the user will be given a warning if the free space remaining is only 10% of the space allotted to User.
- e. Option for the administrator to receive the warning message

iv. Mail Control and Restrictions

- a. IMAP Support
- b. POP Support
- c. SMTP Support
- d. Block incoming and outgoing mails based on the attachment types (e.g. exe , scr types)
- e. Block incoming and outgoing mails based on the Subject line for user wise and group wise
- f. Block incoming and outgoing mails based on the body of the mail for user wise and group wise
- g. Email restrictions such that a user/ group of users, can send/receive mails only from certain users only. This should be set at the system level only and not the user level
- h. Administrator should be able to set policy where selective users can send mail to specific group accounts
- i. Administrator should be able to define incoming and outgoing mail size user wise/system wise.
- j. Administrator should be able to define restrictions on which users/group can send and receive mails to outside domains.
- k. Active Directory Support

v. Mail Monitoring/Archiving

- a. Incoming/Outgoing Mail Archiving

b. Watchdog Mail Account

vi. Fetching External POP/IMAP accounts

- a. Solution should provide POP accounts fetching at mail server
- b. Solution should provide multiple POP accounts of single domain fetching at mail server
- c. Solution should provide multiple POP accounts of multiple domain fetching at mail server

vii. Role Based Administration

- a. Define roles for delegation to allow different privileges to different administrators to manage users (creation, editing & deleting), quotas, groups etc.
- b. Controls to enable/disable roles and user's administration rights.

ix. Server Management and GUI

- a. Graphical user interface should be simple and light-weight
- b. Easy-to-use GUI Admin Interface
- c. Multiple domain support on one server
- d. Can configure multiple domains across multiple servers for load balancing
- e. Reporting on usage of server, mail traffic, health, security, etc.
- f. Mail delivery statistics user and domain wise with message tracking
- g. Set server software-parameters on the fly to configure debugs, error logging, memory utilization etc.
- h. Event log should include actions like mail being received and sent, sender and recipient wise
- i. Search tool to get reports on specific events/actions (sent, received messages, etc.) get date wise summary, etc.
- j. Option to authenticate the users from a Active Directory server(ADS)
- k. Support to Integrate with any third party mailing solution for transferring or forwarding mails to that server like Linux Mail Server, Lotus Domino, MS Exchange etc

x. Group Management

- a. Facility to create group id's to be able to communicate with a group of people in one transaction. GUI interfaces for add/delete groups, add/delete users from a group, list users from a group etc. to be available. Clicking on the group will show a list of members in the group.
- b. Groups to be able to communicate with a group of people in one transaction. Add/delete group, add/delete users from a group, list users from a group.
- c. Should have support for multiple domains.

xi. User Management

- a. Support LDAP/database driven user directory for single point user information storage and authentication by applications
- b. Customizable fields in the user directory accessible via LDAP and the web mail client
- c. Global address book should be available to the users through the Web Mail client or desktop email clients like Outlook, Outlook Express, etc.
- d. Folder sharing whereby user can share his folder in the inbox with other users by creating Shared/Public folders areas accessible from web mail client and / or desktop email clients like Outlook, Outlook Express etc. over IMAP
- e. Should have provision for implementing password policy
- f. User Password Recovery options.

xii. Personal and Global Address Book

- a. Directory services should support to provide access to the Global Address Book and Personal Address Book from web mail client and any desktop email client program like Outlook, Outlook Express etc.
- b. Integrated with the web mail client by allowing address insertions, and use while sending messages
- c. Should be able to get the email addresses by simply typing the nicknames (from the addresses) while composing a mail.
- d. Support for offline address book

xiii. Web Mail Client

- a. Standard folders – Inbox, Drafts, Sent items, and Trash
- b. User definable Personal folders to organize mail
- c. All mail management features like Inbox, Outbox, sent items, Compose a mail, Drafts, Personal Address Book of all users.
- d. Features like reply (with or without attachment), forward (with or without attachment), high priority should be present.
- e. Global address book for all list of contacts, group mailing feature etc.
- f. Multilingual web mail access – built – in support of Hindi, Any other Indian languages (if possible)
- g. Work with any Mail server (SMTP/POP/IMAP complaint)
- h. Secure logout from web mail client to prevent unauthorized access to mail pages after sign out
- i. Send and receive files as attachments.
- j. Customizable look and feel, logo, themes, etc
- k. User level options – Change password, control mail view options, languages, etc
- l. Send multiple attachments of any file type
- m. Mail sorting based on fields – unread, attachments, From subject, message, date and size.
- n. Build-in spellchecker for checking the spellings in the message using an interactive spell check session
- o. Read receipt request – while composing a message, user can mark the message to request for a read receipt notification from the recipient
- p. Message Priority feature to set priority of messages while composing them
- q. Delete (mark for deletion), Undelete (recover from errors) and Purge (permanently delete) messages
- r. Personalized Signature
- s. HTML Signature
- t. Ability to take the recipient's digital certificate from a central server or from the user's personal address book in case the mail is to be encrypted
- u. Corporate address book which is accessible separately as well as through the compose page
- v. support for multiple browsers i.e IE, Mozilla & Chrome.
- w. Provision for Captcha at the login after couple of wrong login attempts.

xiv. Scheduling and Calendaring

Support for

- a. Multiple Views
- b. Shared Calendars
- c. Schedule Reminders
- d. Overlaid Calendars

- e. Flexible Events
- f. Attendance Confirmation
- g. Multiple Authors
- h. Security
- i. Public Calendars
- j. Overlapping Event Checking

xv. Security

- a. System Should support PKI and third party certificate based security solutions on the server
- b. Secure mail relay with sender check & recipient check.
- c. Secure access to all services (user level or IP level or both). should support user based access control for POP, IMAP and HTTP access. IP level access to other services.
- d. SSL (PKI) to secure the client and server communication
- e. Authenticated SMTP
- f. SMTP AUTH support while relaying mail from the server
- g. Remote SMTP AUTH while relaying mail from the server
- h. SMTP AUTH Support while relaying mail to remote MTA
- i. SMTP AUTH support while sending mail from the server
- j. Single password for all applications like mail server, r etc.
- k. History clean out to prevent unauthorized page views after sign out
- l. Time out to automatically sign off, if the system detects a prolonged period of inactivity.
- m. Authenticated access to POP, IMAP LDAP & SMTP
- n. Support for secure protocols POP3s, IMAPS, HTTPS, SMTPS
- o. Support for user based access control for POP, IMAP and HTTP access
- p. Server should support feature of TLS / SSL to Secure Access to POP3s / IMAPS / SMTPS

xvi. Documentation

- a. Web based help for the administrator
- b. Indexed Topics
- c. Troubleshooting and FAQ section

xxviii. GUI and Reports

- a. Web - based.
- b. Informative and exhaustive set of reports on mail flow and filtering activities for the domain viz report past activity, top senders, top receivers etc. based on search parameters like time frame, Senders, recipients etc.
- c. Capability to create and save custom scheduled reports with email report distribution.
- d. Roles based access to the reports

xxix. Directory Services

- a. Should support LDAP or Active Directory for Directory Services.

xxx. Disclaimer

- a. Disclaimer support domains wise, HTML based.

xxxi. Other

- a. Operating System support: Windows or Linux
- b. The proposed product and the OEM of the product should be prevalent in the market for past 10 years atleast. No community based free software allowed.
- c. Should support VMware virtual environment
- d. Support – Completely Onsite by the bidder/OEM

B. E-mail Archival Software

i. Email Archival

- a. Should be software based and to be installed on the Servers provided by MDL. The E-mail archival shall be Enterprise Class centralized repository for all the E-Mails.
- b. Should Archives all incoming, outgoing and internal emails at server end and not user end
- c. Should have ability to archive only for selective users / group of users/ all the users.
- d. single install should support multi-domain
- e. Solution should allow to Define customized archiving rules
- f. solution should have Attachment & message de-duplication capabilities
- g. should compress email data
- h. Multiple disk/volume support
- i. Removable disk support
- j. Auto volume creation
- k. In built recovery queue

ii. Email Discovery

- a. Search entire company, department, user emails
- b. Search inside Word, Powerpoint, Excel, PDF, Search from last saved search, RTF, ZIP, tar, gz and Open Office attachments

iii. Email Compliance

- a. Pre-defined retention policies, as per requirement
- b. should have provision of auto-purge emails as per retention period.
- c. Administrator should not be allowed to delete emails.

iv. Access Control & Administration

- a. Access to archive from web console, with role based access
- b. Must be able to support multi-level access control, eg Administrators, Report administrators, Technicians, Users, etc
- c. Should have managerial access for department head to restore subordinate's email
- d. should support AD integration, Auto creation of user & groups
- e. LDAP authentication

v. Email Restoration

- a. Quick archive access from Outlook (Outlook plugin) and web panel
- b. Restore emails in bulk to mail server

- vi. Support for Import/export mail data from Exchange, Google Apps, EML, MBOX, MSG, PST etc

- vii. Scalability
 - a. The license should be based on no of active users and should not count inactive users archive. The system should show all the e-mails in the archive irrespective the user is active or inactive.
 - b. Should not restrict based on the capacity.
 - c. Easy setup & configuration
 - d. Use of open standards, no proprietary formats
 - e. horizontal Scalability
 - f. Automatic updates
- viii. Mail Server/s Support
 - a. The centralized archival system should be tightly integrated with the proposed e-mail solution.
- ix. Operating Systems
 - a. Windows or Linux.
 - b. Support for VMware virtual environment
- x. Support - Completely Onsite by the bidder/OEM.
8. Scope of work
 - a. The bidder should provide back to back authorization from OEM of the products for the entire duration of project.
 - b. All the products and its licenses should be provided with 5 years' warranty support. The licenses should be perpetual in nature.
 - c. The implementation to be carried out in 2 phases
 - i. Phase 1: Implementation of E-mail System, E-mail Archival system and migration of Mail boxes in the mail servers & Journal Data into the Archival system. (item sr 100 & 300)
 - Supply, installation and configuration of the E-mail system software, E-mail Archival software and other hardware (fetchmail & relay) as per the proposed architecture in the Primary
 - The bidder should migrate all the email accounts in the current setup (1400 approx) in the new setup. (MDL had a old domain mazagondock.gov.in which got changed to mazdock.com, the email box shall have mails of both, mazagondock.gov.in and mazdock.com and all should be migrated to the new system)
 - The bidder should install and configure TLS encryption while sending of mails such that mails shall be delivered with TLS encryption where the remote mail server accepts and in clear text where it does not.
 - The DKIM licenses to be installed configured and set up a internal digital signature server for digital signing of the mails to the other domain.
 - The bidder should configure mails for sending to NIC/Govt Domains as well as other domains from the SMTP relay servers in the DMZ through the Firewalls/ data diodes in DMZ.
 - Install and Configure SMTP relay Servers and Fetch mail server for sending and receiving mails.
 - The Bidder should create rules for mail routing/restrictions as per MDL's requirements.
 - The Email client access should be configured as web clients.

- Configure logs of the mail servers and track each activity of mail sent and received with time stamp. The same should be integrated with the HP arcsight SIEM with MDL
 - Install and configure E-mail Archival system such that every mail sent (internal/external) or received, a copy should be maintained in the centralized archival system.
 - The deployment of the mailing system and the archival system with complete migration to be within 20 weeks after placement of order.
 - The bidder should migrate all the E-mail journal data (2TB) currently in NSF on to the mail archival system. The tool for the migration/conversion is the responsibility of the bidder, with no extra cost to MDL. (MDL had a old domain mazagondock.gov.in which got changed to mazdock.com, the journal file shall have mails of both, mazagondock.gov.in and mazdock.com and all should be migrated to the new archival system).
 - The migrated mail files and archival mails should retain the date and time stamp as in original message.
 - The search of the mail to be configured in the archival.
 - The access rights / roles to be configured in the archival system.
 - Retention policies to be configured in the archival system.
 - The products at Primary should be covered under warranty of the period of 5 years
- ii. Phase 2. Implementation of the E-mail System, E-mail Archival system at DR site (item sr 200 & 400)
- Supply, installation and configuration of the E-mail system software, Archival software and other hardware as per the proposed architecture in the DR.
 - Configure the DR such that in case of the primary site being down the DR site should take over.
 - The methodology for the DR to be decided by the bidder based on the products pitched and any licenses for replication should be included as part of the architecture & BOM.
 - The products at DR should be covered under warranty of the period of 5 years
 - The firm has to conduct an audit for the complete E-mail System (Primary and DR) from a CERT-IN empaneled auditor and get the system security certified/complaint. Compliance certificate and the audit report to be submitted after completion of the audit.
- d. The final signs off for each phase shall be given after go-live of the setup at respective site i.e Primary & DR.
- e. The software proposed should be perpetual in nature.
- f. Training should be provided to 5 users for administration of the mail system.
- g. Detailed documentation in terms of installation, configuration and administration to be provided.
- s. Payment:
- phase 1 – Post the successful completion of primary site, amount (10% of the supply at Primary Site) will be retained during the entire warranty period. Out of the withheld amount (10 % of the supply for primary site) payment to the tune of 5% of the supply at primary site shall be released on completion of DR site or 6 months (whichever is earlier) on submission of Bank Guarantee for equivalent amount valid till the end of warrantee period. The balance 5% shall be withheld till

the end of warranty period and the payment will be made after deducting the penalty towards downtime if any during the warranty period.

phase 2- Post the successful completion of DR site, amount (10% of the supply at DR Site) will be retained during the entire warranty period. Out of the withheld amount (10 % of the supply for DR site) payment to the tune of 5% of the supply at DR site shall be released on submission of Bank Guarantee for equivalent amount valid till the end of warranty period. The balance 5% shall be withheld till the end of warranty period and the payment will be made after deducting the penalty towards downtime if any during the warranty period.

8. Post Implementation Scope

- a. All the items (Software and Hardware @ Primary and DR) should be under comprehensive Onsite Warranty for period of 5 years, Warranty of the respective phases shall start after successful commissioning of the setup in primary and DR. Maintenance of all equipment shall be the responsibility of the bidder.
- b. Support should only be onsite.
- c. The Bidder has to have a back to back support arrangement with the OEMs for faster resolution of issues related to the mailing and archival setup. Documentary proof for the same to be provided.
- d. Installation/configuration/reconfiguration/restore/recovery of software (Operating systems, mailing software, archival software and any other software licenses provided).
- e. Software version upgrades, patches, hardening of the Software for all the products/licenses (mentioned in the BOQ) should be available during the warranty period.
- f. The bidder should carry out free up gradation (version upgrades) of the software (E-mail & Archival) whenever a new stable version is released by the OEM with no extra cost to MDL during the warranty period.
- g. Ensure that all the servers are hardened and patched with latest O/S patches and security updates. The OEM has to ensure to release security patch whenever there are bugs / vulnerabilities pointed as outcome of security audit. The bidder/OEM has to apply the patches to clear the vulnerabilities.
- h. Bidder should provide support (onsite only) with response time of 4 hours and resolution time of 48 hours. The down time beyond 48 hours will be penalized on per day basis as given below. i.e Rs. 2,000 per day for first 2 days, beyond which penalty shall be levied @Rs.4000 per day, **per** incident. Intervening Sat & Sunday shall be considered for downtime calculation. The downtime penalty shall be covered from the 10% retained amount during the warranty period.
- i. Assist in Configuring the backup of the system as per MDL's requirement.
- j. It is the responsibility of the bidder to manage/configure the primary and the DR of the system and maintain the same during the order period.
- k. The bidder has to troubleshoot all the issues with regards to the Email and the archival system.
- l. Bidder should have mechanism for registering complaints on 24 X 7 basis on Telephone/ email/ online.
- m. it shall be the responsibility of the OEM to ensure smooth functioning of the setup in case of the bidder failing to honour the contract.
- n. Defective Hard disk /storage shall not be returned to the OEM/Vendor. The bidder has to replace the hard disk at no extra cost.

दर पत्रक | Rate Sheet

निविदा क्रमांक | TENDER No: 3000000321

Tender Item Sr. No.	Material / Service Details	Qty**	UNIT	Basic Rate Rs.	VAT/ CST as applicable in %	Octroi@ 5.5%, if applicable	Service Tax @ 15% as applicable	Total Cost incl. of Taxes & Octroi
Group 1 - Supply of Items/ Licenses								
100	Email Archival System at Primary Site having 2000 Nos web Mail Clients, Mail Server (Software) & Archival (Software) for 2000 Nos active Users with 5 Years warranty. Refer Tender document	2000	Nos					
200	Email Archival System at DR Site having 2000 Nos web Mail Clients, Mail Server (Software) & Archival (Software) for 2000 Nos active Users at DR site with 5 Years warranty. Refer Tender document	2000	No					
300	Implementation at Primary Site. Refer Tender document	1	AU					
400	Implementation at DR Site. Refer Tender document	1	AU					
Group 2 - Old/Obsolete items under Buyback (Quote prices incl of taxes)								
600	HP DL585 G2 Servers	2	Nos		-	-	-	-
700	HP DL385G2	2	Nos		-	-	-	-

टिप्पणी | Note:-

- Vendors are requested to fill up every column as applicable strictly as per Rate Sheet & for technical specification/scope of supplies please refer tender document & annexure.
- MDL will provide form 'C' for Concessional Sales Tax so bidder can quote taxes accordingly.
- 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.
- You may contact under mentioned executives for physical inspection of Hardware on Buyback before quoting buyback prices.
- Mr.Kiran Bane CM (CIT) on 022-23762225, Email – Kbane@mazdock.com
- Mr. Ashok Kanojia M (CIT) on 022-23762213, Email – Akanojia@mazdock.com
- Vendors are requested to quote price inclusive of taxes for buyback items only.

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.

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, licencees, 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 / 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, 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 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.

STACS ACCEPTANCE FORMAT

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 IT PURCHASE SECTION.
 TENDER ENQUIRY No. 3000000321

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.

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.

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 l 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 despatch of the items, inform all relevant details of despatch 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

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

c. 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 despatch 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 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 decides 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.

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.

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 IT PURCHASE SECTION.
 TENDER ENQUIRY No. 3000000321

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		A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	NA
A61		A121		A171	
A71		A131		A181	NA
A81		A132		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:

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- 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.

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.

TENDER ENQUIRY No. 3000000321

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE 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 :

DESIGNATION :

SIGNATURE :

NAME :

BIDDER'S COMPANY SEAL:

NOTES :

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- 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).

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 includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% 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
- 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.

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 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 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.....
- 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.

RTGS/NEFT – MANDATE AUTHORISATION FORM

1. Supplier’s / Vendor’s Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3A. Supplier’s Code

3B. 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:

Door No.																							Street:																																							
Location:																							District:																																							
City:																							State																				PIN																			

5. Supplier’s / Vendor’s E-mail ID:

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

																							M																			
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7. Name of the Bank:

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8. Bank (Branch) Postal Address:

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

RTGS:																						
NEFT:																						

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:						Cash Credit Account:						Current Account:					
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11. Bank Account Number of the Supplier: ©

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© 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

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.

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 AUTHORIZED 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

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.

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.

A) **LOADING FACTORS FOR RANKING OF BIDS**
(ILLUSTRATIVE FORMAT)

A

Sr. No	Description	Foreign 100% content	Supplier import	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.				
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.

PROFORMA BANK GUARANTEE FOR BID BOND / EMD
(On Non-judicial stamp paper of value Rs. 500)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs------(Rupees-----only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its

successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHERE OF 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.

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.