

Tender Number:- 2000004269

Tender Date:- 01.10.2012

RFQ Number:- 2010010374

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>Fabrication- 13 sheets gathered, galley stand fabricated using 2 mm kappa board,with 3 inch base Covering to be mat laminated. Calender sheets with stand to be bound using 2 thick chrome plated metal rings with rod. Each calender is to be inserted in a suitable unprinted envelope fabricated using 100 gsm sunshine maplitho dully mat laminated. Cost should include envelope and inserting cost. Sample available with PRO is to be seen before quoting.</p>		

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.

For Mazagon Dock Ltd



MAZAGON DOCK LIMITED
(A Government of India Undertaking)
Dockyard Road, Mazagon, Mumbai 400 010. INDIA

Certified – ISO 9001 : 2008

Tel. No.: 23763247. Fax No. : (022) 2373 8151

Website: www.mazagondock.gov.in
Email : mskhandale@mazagondock.gov.in

**WEB -TENDER ENQUIRY (TWO- BID SYSTEM) FOR PRINTING & SUPPLY OF MDL
DESK CALENDER FOR YEAR 2013 .**

DIVISION-SHIP BUILDING

DEPARTMENT-MATERIAL PROCUREMENT:

TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

M/s.

Dear Sirs/Madam

MAZAGON DOCK LIMITED Invites **COMPETITIVE BIDS** from reputed Bidders / **in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the following Supplies;

Sr. No.	Description & Specification of Item	Unit	Quantity	Delivery From the date of order Months/Weeks
1.	Printing & Supply of MDL DESK CALENDER with Plain Envelope for Year 2013 as per Sample available with PRO and as per specification mentioned in Enclosure -1 of Tender	Nos	2000	03 weeks from the date of Order /02 weeks after finalization of proof .Proof to be submitted within 07 days after receipt of order.

2 The detailed scope is attached here with as enclosure 1

Contd..2/-

3 Instructions to the Bidders

3.1 Bidders registered with Mazagon Dock Limited should submit valid registration certificate duly self attested and stamped with their company seal and documents as at 3.2.4 .

3.x2 Bidders not registered with Mazagon Dock Limited should submit copies of the following documents along with their (Part-I) bid:

3.2.1 Bidders Company Profile and Shop & Establishment registration certificate.

3.2.2 List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities.SSI/NSIC units can alternatively submit valid certificate indicating their capacity,

3.2.3 Audited / Certified Balance sheet, Profit / Loss account for past 3 years.

3.2.4 The bidders experience and past performance on similar supplies for last 2 years (Purchase Order copies & Work Completion Certificates.)

Note: Bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

4 Validity Period: Bids / Offers shall have a validity period of 45 Days from the tender closing date. A bid valid for a shorter period is liable for rejection .

5 Submission of offer in Two-Bid System: Bids must be in Two parts, i.e. Part-I (Techno-Commercial bid) and Part-II (Price Bid):

5.1 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.

5.2 STACS Acceptance in the Prescribed Format stating 'Accepted OR Deviation' as applicable for each of the clause.

5.3 Blank rate schedule shall be submitted with Part-I bid, indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item

5.4 Deviation Sheet if any, shall be Submitted for TEF, STACs and GT&C.

5.5 Bidders / Vendors not registered with Mazagon Dock Limited should submit additional documents as mentioned in para 3.2 above.

Contd..3/-

- 5.6 Copies of valid Registration or Approval certificates (If any) of the following; shall be uploaded on-line.
MDL Registration
NSIC Registration
ISO Accreditation
Dealership Authorisation
- 5.7 Bank details for payment by RTGS/NEFT in the format uploaded.
- 5.8 Enterprises status (If any) to be indicated in Part-I : Micro/ Small / Medium.
- 5.9 Scanned image of PAN card shall be uploaded.

6 Earnest Money Deposit (EMD) / BID BOND: NOT APPLICABLE

7 Bid Rejection Criteria;

- 7.1 Following bids shall be **categorically** rejected;
 - 7.1.1 The Bids received after tender closing date & time.
- 7.2 Following bid rejection criteria may render the bids **liable** for Rejection:
 - 7.2.1 Validity period indicated by bidders is shorter than that specified in the tender enquiry
 - 7.2.2 Bidders not agreeing to furnish required Security deposit till completion of the supplies/services as per contract.
 - 7.2.3 Bidders not submitting Sample of Desk Calender they have printed in the past along with Part –I Technical Bid of their offer.
 - 7.2.4 Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
 - 7.2.5 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - 7.2.6 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - 7.2.7 Bids received without pre-qualification documents where required as per the tender.
 - 7.2.8 Bids not meeting the pre-qualification parameters stipulated in the tender enquiry if any.

8 Pricing: Bidders shall quote the prices of all items listed in the tender enquiry for delivery of the items in MDL store. **The prices quoted shall remain firm and fixed during the currency of the order** / contract unless agreed otherwise by MDL.

9 **Terms of Payment:** -Payment for the value of supplies, 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 of complete set of the items / Equipment, spares, work completion certificate etc as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No in their bid as per the RTGS/NEFT format provided with the tender enquiry

10 Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), GT&C, Official Secret Act, Safety clearance Etc and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with bid.

11 **Taxes & Duties:**

11.1 Along with offered rates following should be clearly indicated against each head in the enclosed rate sheet:

- Excise duty along with applicable cess.
- Central Sales Tax. –Form 'C' will be issued.
- Value Added Tax.
- Octroi.
- Any Other Taxes/Duties/Levies

11.2 Successful bidder/s 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.

12.3 Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

13 **Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:

13.1 **Payment Terms** It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation and LIBOR / EURIBOR rates in case of foreign bidders.

13.2 **Delivery of the goods at MDL premises** should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL. In case of Foreign Supplier, the total of basic cost (CIF) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders

13.3 For the 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.

13.4 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 LD per week is 0.50% 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 first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% 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 bidder(s) adhere to the stipulated clause.**

13.5 Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

13.6 Ranking of Bids & Determination of L-1 Bidders:

Ranking of price bids shall be done on the Item wise L1 basis of "all inclusive of taxes, duties and levies". If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and the MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

14 **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to 'GOODS RECEIVING SECTION and further to PRO/MDL User Depts. on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

14.1 An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

15 **Modifications to the Bids:** - Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by a signed confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as " Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time.

15. **Public Grievance Cell:** - A Public Grievance Cell headed by General Manager (F-CA) as 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 on 6th floor, Mazdock House or send their complaints / grievances to him in writing for redressal. Telephone No.23762121,23759793.

17 **Supply on MDL Holidays:** Request for permission for delivery 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.

18 **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 Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the value for items supplied beyond agreed schedule excluding Taxes & Duties .

18.1 Supplier/s will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser & Supplier/s 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.

19 Security Deposit (SD):

The successful bidder shall have to submit Security Deposit for an amount of 5% of the Contract/Order excluding taxes, duties, freight etc. in the form of Demand Draft / Bank Guarantee (as per enclosed format) in favour Mazagon Dock Ltd. within 25 days from the date of contract/purchase order. The Bank Guarantee shall be from Nationalized / Scheduled Bank or banks of repute excluding co-operative banks.

The Successful Bidders has to submit security deposit within 25 days of transmission of order. No exemption can be granted to any unit including SSI units & registered suppliers.

In case of failure to submit security deposit by the supplier within 25 days EMD will be forfeited and order is liable for cancellation invoking risk purchase clause.

In case of delay in submission of security deposit beyond 25 days from date of contract/purchase order interest will be levied @ SLR +2% for delayed period.

PSUs are exempted from submission of security deposit but instead shall submit indemnity Bond.

Security Deposit will be refunded to the supplier without interest, within 15 days after completion of the supply/contract as per the scope of the order and certified by user dept.

Security Deposit shall be forfeited in case of non-performance of agreed terms and or default /breach by bidder/supplier/Supplier with application of risk purchase provision where applicable.

20.. For Technical detail of the Desk Calender 2013 , please refer Enclosure –1 to this tender and sample available with PRO..

24. Desk Calender will be as per sample available with PRO & as mentioned in specification. Bidders are requested to see the sample Desk Calender available with PRO of Mazagon Dock Ltd during working hours and understand exact requirement before offering quotations

25. Delivery: 03 weeks from the date of Order /02 weeks after finalization of proof .Proof to be submitted within 07 days after receipt of order.

27. Sample of Desk Calender printed & supply by the bidder in the past to be submitted along with Part –I of the offer .Offer without sample is liable for rejection .

28. Inspection: By MDL Inspection Officers only, on delivery/receipt of diaries in the stores.

29. Printing matters details shall be provided. Final printing should be done after proof checking /approval only by PRO.

30. Paper quality used for printing Desk Calender should be strictly as per specification stipulated against enclosure -1 ,sample available with PRO..

31. Quantity variation +/- 2% will be acceptable .

32. Bidders 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.

33. Bidders Intending to witness the Tender Opening shall have to submit the letter of authority to the Tender Opening Officer and will sign on sheet of paper in token of his presence at the time of opening.

33. MDL reserve the right to cancel the order placed in part or full , without assigning any Reason. MDL is not bound to place order/s on lowest tender/s and may split the order/s on more than one Tenderer/s at their sole discretion and on mutually agreed terms & conditions depending upon their requirement and assessment of the vendor shall be done to ascertain capability of vendor to see whether he can meet the requirement.

34. Bidders Intending to witness the Tender Opening shall have to submit the letter of authority to the Tender Opening Officer and will sign on sheet of paper in token of his presence at the time of opening.

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

36. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

37. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For **MAZAGON DOCK LIMITED**

(M.S.Khandale)
Chief Manager (C-MP)
Phone .022-23763247

Enclosure – 1: Scope of work / supply & QA requirements.
Enclosure – 2:Tender enquiry terms and Acceptance Format
Enclosure – 3: General Terms & Conditions with acceptance format
Enclosure - 4: Standard Terms & Conditions (STACS) with acceptance format
Enclosure – 5:Loading Factors
Enclosure – 6:Part-II Price Bid Prescribed Format(Rate Schedule Format)
Enclosure – 8 Security Deposit Bank Guarantee Format
Enclosure –: 9 RTGS/NEFT Format.

ENCLOSURE 1 TO. TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

MDL DESK CALENDER 2013 -2000 Nos.

Specification as mentioned below:

13 sheeter with galley stand Size- 7 x 8.5 inches vertical standing

Paper- 210 gsm bilt artcard mat for 13 sheets

130 gsm bilt art paper for galley covering

All 13 sheets and galley covering to be texture grained.

Printing- 4 color on both sides with aqua coating for 13 sheets

And one col solid for stand covering

Fabrication- 13 sheets gathered, galley stand fabricated using 2 mm kappa board.with 3 inch base

Covering to be mat laminated.

Calender sheets with stand to be bound using 2 thick crome plated metal rings with rod.

Each calender is to be inserted in a suitable unprinted envelope fabricated using 100 gsm sunshine maplitho dully mat laminated.

Cost should include envelope and inserting cost.

Sample available with PRO is to be seen before quoting.

TEF ACCEPTANCE FORMAT

To, MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.

TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

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

COMPANY'S NAME & ADDRESS :

SIGNATURE :
DATE :
NAME :
DESIGNATION :
BIDDER'S COMPANY

SEAL:

NOTES :

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '3' means – Clause nos. 3.1, 3.1.1,3.1.2-----

GENERAL TERMS & CONDITIONS (GT&C)**1. ACCEPTANCE OF ORDER / CONTRACT.**

1.1 With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of Order/Contract, the tender is concluded. The Supplier / Sub-contractor / Supplier shall, on receipt of the Order/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

1.2 If nothing to the contrary is heard by purchaser within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Bidder/Supplier/Contractor.

1.3 Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract from the specified time limit or any qualification or modification of the purchase order/Contract in its acknowledgement acceptance by the Supplier / Sub-contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

2 **SECURITY DEPOSIT:** The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 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.

3 **FORFEITURE OF EMD / BID BOND:** 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 encashed .

4 **FORFEITURE OF SECURITY DEPOSIT:** 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.

5 **FORFEITURE OF PERFORMANCE GUARANTEE:** 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.

6 **SUPPLIES:** 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.

7. **PROGRESS REPORTING & MONITORING:** 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.

8 CANCELLATION OF ORDER

8.1 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.

8.2 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.

8.3 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.

GENERAL TERMS & CONDITIONS (GT&C) Contd

9 PRESERVATION AND MAINTENANCE.

- 9.1 Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
- 9.2 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.
- 9.3 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

10 FREIGHT & INSURANCE.

- 10.1 **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.
- 10.2 **For Foreign Bidders:** For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser 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.

11 **TAXES & DUTIES / STATUTORY LEVIES:** 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 at actuals. Tax deduction at source will be effected wherever applicable (e. g. Income tax, Service Tax, Works Contract Tax 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 actuals 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 Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actuals after receipt of Supplier's bills alongwith '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 Limited' only. Where payment of VAT, Sales Tax, Excise Duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actuals after receipt of Supplier's bills along with proof or declaration to the satisfaction of purchaser for payment of such taxes by the Supplier to appropriate Tax authorities.

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

13 INSPECTION, TESTING.

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

GENERAL TERMS & CONDITIONS (GT&C) Contd

13.2 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.

13.3 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.

14 **RECEIPT INSPECTION BY MDL:** 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.

15 **REJECTION OF MATERIALS:** 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.

19 TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS:

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

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

GENERAL TERMS & CONDITIONS (GT&C) Contd

18 **BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL:** 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.

19 **BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION:** 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.

20 **FACILITY PROVISION (Applicable only for Services)** The Purchaser would consider providing facilities like - compressed air at one point, carnage 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.

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.

TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK

COMPANY'S NAME & ADDRESS :

SIGNATURE :
DATE :
NAME :
DESIGNATION :
BIDDER'S COMPANY SEAL:

NOTES :

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.

STACS ACCEPTANCE FORMAT

**To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.**

TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

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.
- 1 This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- 2 Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 3 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 '6' means – clause nos. 6.1, 6.2.

STANDARD TERMS AND CONDITIONS (STACS)

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

2 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.

3 The word '**Owner**' means the person or authority with whom Mazagon Dock 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.

4 GENERAL: 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.

5 **COMMUNICATION & LANGUAGE FOR DOCUMENTATION:** 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.

6 **PURCHASER'S PROPERTY:**

6.1 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.

6.2 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.

7 **RISK PURCHASE:**

7.1 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.

7.2 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.

8 **RECOVERY-ADJUSTMENT PROVISIONS:** 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.

Contd-2

STANDARD TERMS AND CONDITIONS (STACS)(Contd)

9 **INDEMNIFICATION: THE Bidder / Supplier / Contractor**, his employees, licensees, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

10 **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:** The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

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

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

13 **AGENTS / AGENCY COMMISSION:** The Bidder / Supplier / Contractor confirms and declare to the Purchaser his status as either the original manufacturer of equipment or as the stockiest / supplier of the equipment / machinery / items referred to in this contract and that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor / Supplier 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 Bidder / Supplier / Contractor shall agree that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Bidder / Supplier / Contractor 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, the Contractor / Supplier shall be liable to refund that amount to the Purchaser. The Bidder / Supplier / Contractor will also be debarred from entering into any supply contract with the Purchaser for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Bidder / Supplier / Contractor who shall in such event be liable to refund all payments made by the Purchaser, along with interest at the rate of 2% per annum above the LIBOR (London Inter Bank Offer Rate) or PLR (Prime Lending Rate) of SBI plus 2%. The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.

14 **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

14.1 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, 1960 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.

Contd-3

STANDARD TERMS AND CONDITIONS (STACS)(Contd)

14.2 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 fore borne 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.

14.3 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.

15 **IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:** It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock 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.

16 **EXPORT LICENCE:** 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.

17 **BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS:** 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.

18 **DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER:** 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.

19 **ARBITRATION:**

19.1 Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996.

19.2 In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines

20 **JURISDICTION OF COURTS:** All contracts shall be deemed to have been wholly made in Mumbai and all claims thereunder 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.

LOADING FACTORS**A**

Sr. No.	Description	
1	Basic price Quoted	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	In case of 1(a)
3	Add: Inland Road Transport	In case of 1(a)
4	Cost excluding taxes & duties without loading towards any deviations	Sr.Nos.(1+2+3)

Loading due to variations in financial Term

5	Variation in payment Terms	
6	Cost excluding Taxes & duties after loading for variations in financial terms	Sr.Nos.4 + 5

C Loading on Account of deviations in following commercial terms.

7	Additional delivery period sought over stipulated period as per Tender	
8	Liquidated damages per week rate / maximum ceiling	
9	Warranty / Guarantee	
10	Cost excluding Taxes & duties after loading for variations on account of financial & Commercial Terms	Sr.Nos. 6+7+8+9

D Landed Cost:

11	Taxes & Duties	
12	Landed cost	Sr.Nos. 10+11

RATE SCHEDULE FORMAT

TENDER NO.GM (M)/MSK/ 2000004269 DATED 01.10.2012 on 22.10.2012 ,14.00 hours.

Item Sr.No.	Description of Stationary	Approx.Annual Requirement	Unit	Basic rate per unit Rs.
1	MDL DESK CALENDER with Envelope for year 2013 as per specification mentioned in enclosure -1 & Sample available with PRO.	2000	NOS	

Sr No	Description	Rate/Unit (Applicable % to be quoted in terms of %. If not payable, "NOT PAYABLE" should be stated)
1	Basic Rate	As above
2	Excise Duty (E.D) @-----%-	
3	Educational Cess Tax @ % (on E D)	
4	C S T / VAT @-----%	
5	Octroi Charges	
6	Inspection/Testing charges	
7	Delivery Charges	
8	Insurance charges	
9	Other Charges (if any)	

Note:

- 1 The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If however, there is no charge against any head, the vendor may state 'NIL' against such row.
- 2 Rate schedule format blanking the Rates and indicating percentage of E D, S T (C S T,/VAT) applicable & so indicated under Description column must be submitted along with Part-I (Techno-Commercial) Bid.
- 3 The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorised person

FORMAT (*/**)

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made at Mumbai _____ day of month _____ of *(the year)* by the Bank of *(Bank's name and address)* (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Messers MAZAGON DOCK LIMITED, Dockyard Road, Mazagon, Mumbai – 400 010, a Company registered under the Indian Companies Act, 1913 (hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s *(Firm's name)* registered under _____ having its Registered Office *(Firm's address)* (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with 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 / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for *(currency / amount)* (In words) being **five** percent of the Order / Contract price of *(currency / amount)* as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of *(currency/amount)* (in words) being ten percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby irrevocably and unconditionally agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing.

We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed *(currency /amount)* (In words).

This guarantee shall remain in force till _____ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction

Date:

Signature of a person duly authorized to sign
on behalf of the Bank with Seal of the Bank

*VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED / SCHEDULED BANK ONLY.

