

	<p align="center"><b>CERTIFIED ISO 9001: 2000 For Shipbuilding Division</b></p>	<p><b>माझगांव डॉक लिमिटेड</b> <b>(भारत सरकार का उपक्रम)</b> <b>MAZAGON DOCK LIMITED</b> <b>(A Govt. of India Undertaking)</b> <b>Dockyard Road, Mumbai 400 010.INDIA</b> <b>PHONE: +91(22) 23781561, Extn. 3711, 4565, 3978, +91 (22) 23743182 (direct), +91(22) 23715059 (direct).</b> <b>FAX No.: +91(22) 23743198.</b> <b>E-Mail: <a href="mailto:ots@mazagondock.gov.in">ots@mazagondock.gov.in</a></b> <b>Website: <a href="http://www.mazagondock.gov.in/">www.mazagondock.gov.in/</a>→</b> <b>Tenders → Shipbuilding → Outsourcing</b></p>
<p align="center"><b><u>TENDER ENQUIRY</u></b> <b>(TWO BID SYSTEM)</b> <b>THROUGH PRESS &amp; WEB SITE.</b></p> <p><b>REVISED FOR FURTHER EXTENSION OF CLOSING DATE UP TO 09-04-09.TENDER TERMS &amp; CONDITIONS REMAINS UNALTERED.</b></p>		<p><b>DIVISION: SHIPBUILDING</b>      <b>DEPARTMENT: OUTSOURCING (OTS).</b></p> <p><b>TENDER No.: OTS/TKR/11877/80080</b>      <b>PRE BID MEETING: Not Applicable.</b></p> <p><b>TENDER DATE: 01/01/2009</b>      <b>TENDER FEE**:</b> Rs.250/-<b>(Rupees Two hundred fifty only)</b></p> <p><b>CLOSING DATE, TIME: 05-02-2009, 1400 HRS.</b> <b>REVISED CLOSING DATE: 09-04-09,1400 Hrs.</b>      <b>EMD: Rs. 1,50,000/- (Rupees One Lakh fifty thousand only)</b></p> <p><b>OPENING DATE, TIME: 05-02-2009, 1430 HRS</b> <b>REVISED OPENING DATE, TIME: 09-04-09,1430 Hrs.</b>      <b>**<i>(For exemption of EMD and Tender Fee refer Para 6.3).</i></b></p>

**SUB:** *Marking, Cutting to size & Rolling of 30 mm thick 80HLES steel plates to produce conical subsection (16Nos) and rectification, bevelling (edge preparation) of subsections at sub - contractor's premises as per MDL supplied steel material and drawing for two Boats (No.3&No.4) of MDL's submarine Project.*

**MAZAGON DOCK LIMITED (MDL) invites competitive bids from reputed bidders in TWO BID SYSTEM for undertaking the subject work at bidder's Premises.**

**2.SALIENT FEATURES OF THE SCOPE OF WORK:**

- 2.1 Brief description of work is given below and detailed scope is attached herewith as **Annexure-1**.  
The sub-contractor is required to cut 80HLES plate of size 7mx3.3mx30mm to produce 16 Nos plate part, marking reference lines and other details as per MDL supplied cutting document and drawing. Rolling/forming of the machined 16 nos of 30 mm thick plates are to be done to form conical subsection. Thereafter rectification of conical subsection is to be done to achieve the required tolerance. Green material of rectified subsections are to be trimmed by gas cutting after leaving 10mm HAZ that is to be removed and beveling to be done by machining. Cost of transportation for the plates from MDL and delivering the Inspected and duly certified subsections at MDL to be borne by sub-contractor.

**Issue of Tender Enquiry Document:** - The Tender Enquiry can be downloaded from our website **<http://www.mazagondock.gov.in/>** *appearing under Tenders→Shipbuilding→Outsourcing*. However, interested bidders may also collect the tender and relevant drawings from dealing officer by submitting a written application on bidder's letterhead that should indicate complete address, name of contact persons, telephone numbers, fax numbers and on payment of non-refundable amount of Tender fee by DD/PO in person indicated above on all working days (Monday to Friday between 10.00 a. m. to 4.00 p.m.). Alternatively, bidders desirous of obtaining the tender by post at bidders risk shall send a request letter in advance to reach the undersigned latest by **02-04-2009** along with the prescribed amount of tender fee + Rs 100 towards postage etc by crossed DD / Pay order in favour of Mazagon Dock Limited, payable at Mumbai.

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- 2.2 A sample Quality Assurance Plan (QAP) is annexed herewith as **Annexure-3** for the guidance of the bidders. A detailed QAP is to be prepared by the successful bidder, get it approved by Quality Assurance Department, East Yard, MDL (QA-EY) & SOT (MB) within 1 week from date of Order & to be complied with while carrying out the job.
- 2.3 Prices are to be quoted in the **Rate Sheet** only, as per **Annexure-4**.
- 2.4 Quality of work is paramount. Best prevailing production practices should be followed throughout the Contract. Contractor will only deploy qualified/experienced manpower to ensure quality. Welding of lugs and cutting of holes etc. on the plates are strictly prohibited. Magnetic lifting tackles are not to be used for lifting the material.
- 2.5 **MDL's Scope:** As per attached **Annexure-1**
  - i. Drawings/other reference documents and inspection details are available in the office of the outsourcing Dept. against submission of a Non-Disclosure Agreement (NDA), as per format in **Annexure-8**, on a non-judicial stamp paper of Rs. 100. (Rupees one hundred only), in duplicate (Original +Xerox copy with original signature. The drawings/documents such issued shall be on returnable basis, without reproductive/retention of the copies at the bidder's end.
  - ii. All the 30 mm thick 80 HLES steel plates, cutting documents, template sketches, details for final machining, rolling and rectification will be supplied by MDL.
  - iii. MDL will provide Crane facility available at EY-stores for loading and unloading of plates in MDL.
- 2.6 **Sub-Contractor's Scope:** As per attached **Annexure -1**.
  - i. Preparation of templates/rolling set that are required for rolling & rectification will be in sub-contractor's scope.  
Any material, facility required directly or indirectly for carrying out the job, if not mentioned in MDL's Scope, has to be arranged by the contractor.

### **3. INSPECTION:**

- 3.1 Inspection will be carried out by MDL (QA-EY), Submarine Overseeing Team, {SOT (Mb)}.
- 3.2 Quality requirements & stages of inspection shall be as shown in the drawings and approved QAP.
- 3.3 While Inspection Authority will carry out inspection for the stages defined in the approved QAP, MDL has the right to carry out random inspection independently by any nominated officer by MDL to ensure that the contractor is adhering to laid down conditions in terms of quality of work, qualification of the personnel. The contractor shall provide free access to the work for such inspection.

### **4. COMPLETION PERIOD:**

- I **Tentative overall period of work and delivery:**  
Work to be started from: 16/02/2009.  
Work to be completed by: 30/09/2010.
- II Yard wise Delivery schedule of each subsection plate should be as per Annexure-2.
- III Contractor shall strictly adhere to the delivery schedule. Any delay, attributed to contractor without valid reason will attract L.D.

**5. MOBILIZATION:** Contractor shall start the work immediately on issue of Order. Accordingly successful bidders shall submit the final draft copy of the QAP for approval, security deposit and bank guarantee for free Issue material.

### **6. EARNEST MONEY DEPOSIT (EMD) & TENDER FEE:**

- 6.1 Tender Fee of **Rs. 250/- (Rupees Two hundred fifty only)** shall be paid by way crossed D.D. / Pay Order in favour of Mazagon Dock Ltd., payable at Mumbai.
- 6.2 Bidders shall furnish EMD **Rs. 1,50,000/-** (Rupees One lakh fifty thousand only) in the form of crossed DD / Pay Order or Bank Guarantee as per format OTS-F-04 (available on MDL website) drawn in favour of MAZAGON DOCK LIMITED. EMD should be valid up to **July 31, 2009**. Either of these instruments should be drawn on Nationalised / Scheduled Banks excluding co-operative banks, payable at Mumbai and should essentially be enclosed in the Part-I viz. Techno Commercial Bid. Crossed DD / Pay Order issued by Co-operative banks however may be accepted subject to its realization. Offers without EMD and

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Tender Fee along with bid shall be summarily rejected (except where not applicable). EMD of unsuccessful bidders will be returned after finalisation of the Order and shall be interest free.

### 6.3 **Exemption From Submission of Tender Fee & EMD:**

Following bidders shall be exempted from submission of Tender Fee & EMD.

- a) State & Central Government/ Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Limited (MDL) for the services of similar job. To qualify for exemption, firms should necessarily submit in Part-I bid VALID copy of the registration certificate issued by MDL. Firms in the process of obtaining MDL registration will not be considered for exemption.
- c) Firms registered with NSIC are exempted from submitting EMD & Tender fee. Exemption will apply only to items/services & value up to which the bidders are registered with MDL. To qualify for exemption, firms should necessarily submit VALID copy of the registration certificate issued by NSIC in Part-I bid. Firms in the process of obtaining NSIC registration will not be considered for exemption.

### 7. **BID REJECTION CRITERIA**

Following bids shall be categorically rejected.

- a) The Bids received after tender closing date and time.
- b) Validity period indicated by bidders is shorter than that specified in the tender enquiry at Para -9.
- c) Bidders not ageing to submit security deposit valid for the entire contract period.
- d) Bidders not agreeing to submit Bank Guarantee for Free Issue Material (F.I.M.).
- e) Bids received without EMD (other than those who are accepted from paying of EMD.)

Following bid rejection criteria may render the bids liable for Rejection.

- a) Bidder's failure to submit sufficient or complete details for evaluation of the bids as per qualification criteria.
- b) Incomplete / misleading / ambiguous bids in the considered opinion of Technical Negotiation Committee (TNC).
- c) Bids with technical requirements and or terms not acceptable to MDL.
- d) Bids not meeting the qualification parameters stipulated in the qualification criteria.

### 8. **QUALIFICATION CRITERIA:**

The bidder is required to submit copies of the necessary documents pertaining to the following qualification criteria to enable MDL to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted/claims made by the bidders, whenever felt necessary.

8.1 The bidder must have a valid Shop & Establishment Certificate.

8.2 The bidders must have the plate cutting facility, hydraulic press of capacity 1500, rolling machines with features of conical rolling, machine tools, general equipments/tools, sufficient capacity crane facility and calibrated measuring instruments required for the particular job as required by the Scope of Work. Particularly for cutting, machining, rolling & rectification firm has to furnish details of machines with model/year with manufacturing details. Bidders should have level platform/surface plate for inspection.

8.3 Bidder's average annual turnover, as per audited Financial Balance sheet for the Years 2005-06, 2006-07 & 2007-08 should be at least **Rs. 23 Lakh.**

8.4 Bidders experience of having successfully completed similar works (viz., cutting, pressing, machining, MPI, rolling, rectification) during last 7 years ending 31<sup>st</sup> March 2008 should be either of the following:

- a) Three similar completed works each costing not less than **Rs. 30 Lakh.**  
OR
- b) Two similar completed works each costing not less than **Rs. 38 Lakh.**  
OR

c) One similar completed work costing not less than **Rs. 60 Lakh**.

OR

d) A bidder should have completed in a span of 12 months, jobs of similar nature totaling to **Rs. 24.00 Lakh**.

The bidder is required to submit information in the form of the table below for the orders, which qualify them as per the above criteria:

Sr No.	Order No. & date	Delivery date as per the order	Order placed by	Description of the work	Order value	Material cost component of the order value for materials/equipments supplied by the contractor (in Rs.)	Labour Cost component of the order value (in Rs.)	Work Completion Certificate (WCC) ref. no. & date
Criteria {amongst 8.4 (a), (b), (c) & (d)} as per which the bidder is qualifying for the job----- (bidder to specify)								
1.								
2.								

As a proof of the same, the bidders are required to submit the Work Order Copies attached with Work Completion certificates for the same.

9. **VALIDITY PERIOD:** Offers shall have the validity period of 120 Days from the tender closing date. A bid offering shorter period will be rejected.

10. **PRE-BID CONFERENCE:** Not Applicable.

11 **SUBMISSION & OPENING OF OFFERS IN TWO BID SYSTEM:** Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two envelopes Part-I & Part-II as stated below;

**Part- I:** This envelope super scribing the “Tender No, Due Date & Time, firm’s name & Part-I Bid” should contain the following:

**11.1 Common Documents:**

**11.1.1 Acceptance of Tender terms, Standard Terms & Conditions (STACS) & General Terms & Conditions (GT&C):** Normally deviations to the tender terms are discouraged. However, If the bidder has any deviations, the same should be filled in Annexures-5, 6 & 7 to this tender enquiry mentioning the deviation against the clause no., failing which it will be construed that all clauses of Tender enquiry, STACS & General Terms & Conditions appearing against the tender are understood by you and are fully acceptable to them. Bids with deviation are liable for rejection/price loading at MDL’s discretion. In such cases, advance intimation shall be given to the bidder. In the event the bidder has any deviation/no deviation, they should submit following forms mentioning ‘DEV’/‘ACC’ respectively. Any deviations mentioned elsewhere in the offer other than in said forms will not be considered.

- a) Tender Enquiry Acceptance Form (TAF) (Annexure-5),
- b) Standard Terms & Conditions (STACS) Acceptance Form (Annexure-6)
- c) General Terms And Conditions (GT&C) Acceptance Form (Annexure-7)

11.1.2 Rate Sheet blanking the prices but clearly indicating ‘Quoted/Not-quoted’ as applicable against each of the listed items, duly stamped & signed.

11.1.3 Copies of work orders, work completion certificates (WCC) and Inspection reports for the job executed to meet the qualification requirement mentioned at Para-8.4.

11.1.4 Bidder’s Company Profile & Shop & Establishment Certificate.

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- 11.1.5 List of machineries, equipments held by the bidder with model/year/working status along with details of their manufacturing facilities and list of their personnel with designation, qualification & experience.
- 11.1.6 Following confirmations to be made on the firm's letterhead:
- Validity of offer as per the tender terms (Para 9),
  - Willingness for furnishing Security deposit (Para 15),
  - Willingness for submitting Bank Guarantee for Free Issue Material (Para 28).
  - Admission by the firm that their quote against the tender is within the monetary limit of their NSIC registration certificate (only if claiming exemption from tender fee & EMD in case of contractors registered with NSIC).
- 11.1.7 Copy of certificate for Service Tax registration.

**11.2 In addition to the documents at 11.1, following documents will be submitted by:**

**11.2.1 Bidders registered with MDL**

- To meet the qualification requirement at Para 8.3, Statement on letterhead of the company indicating their annual turnover for the three financial Years (2005-06, 2006-07 & 2007-08), if the firm has submitted audited balance sheets in last one year against some other tender (reference of earlier tender to be given.) In case, the firm has not submitted the same previously, audited balance sheets with auditor report's of last 3 financial years are to be submitted along with the Part-I of the offer.
- Copy of valid Registration Certificate issued by MDL for the service group mentioned at Para 6.3 (b) to avail Tender Fee & EMD waiver (Please note that the firm has to be registered for the services tendered)

**11.2.2 Bidders not registered with MDL**

- Audited Balance sheets along with auditor report of the company for the three financial Years (2005-06, 2006-07 & 2007-08) indicating Turnover to meet the qualification requirement mentioned.
- Track Record as per Format OTS-F-08 (available on MDL website).
- Bank details for payment as per OTS-ECS-format (Annexure-9) & OTS-RTGS/NEFT-format (Annexure-10).

**Please Note:** Each and every page of the offer should be serially numbered and total number of pages to be mentioned on the 1<sup>st</sup> page.

- 11.3 Part- II:** One copy of Price Bid, securely closed (sealed) envelope super scribing tender enquiry No, Due Date, Time & firm's name should contain only the PRICES for each of the listed items/services strictly as per rate sheet (Annexure-4) duly stamped & signed on each page. Offer in any other format shall not be considered. **Note: - In case of error in the aggregate values, the individual item-wise quoted rates will be considered.**

Both these securely closed Envelopes i.e. Part-I & Part-II should be put in a Third Bigger Envelope securely closed (Sealed), Super scribed with Tender No, Due Date, Time, and firm's name addressed to General Manager (OTS), Outsourcing Dept., should be Deposited in the tender box of Outsourcing Department, 1<sup>st</sup> Floor, Mazdock House, Dockyard Road, Mumbai 400010, India.

In case of Bulky documents, which cannot be accommodated in the designated Tender box, such bids/offers shall be received by the tender opening officer for the day or by GM (OTS) in his absence (on or before the tender closing date).

The bids may also be sent by Speed Post / Courier Service so as to reach the undersigned well before the due date and time. Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained. MDL will not be responsible for any Postal delay.

**11.4 Opening of Bid (Part-I)**

Technical bid (Part-I) will be opened on the tender closing date or next working day if closing date happens to be holiday declared by MDL. Bidder(s) who wish to remain present during the tender (Part-I) opening, should nominate on their company's letterhead the name and designation of one person authorised to remain present at the time of opening the bid and send this letter so as reach the undersigned at least one working day prior to closing date of the tender.

**11.5 Opening of Bid (Part – II)**

After completion of Technical scrutiny, intimation for price bid opening will be communicated only to technically accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the price bid, he may depute one representative with proper authorisation letter. Bidder's no response to such intimation or any request to reschedule price bid opening not acceptable to MDL, will be construed as bidder's inability to attend the price bid opening. Bidder's any representation in this regard will not be entertained.

**12. PRICING:**

- a) Bidder shall preferably quote for all the services tendered & listed in the Rate Sheet. In the event the firm has not quoted for some of the services, its prices will be loaded with the prices of the highest bidder and overall lowest bidder thus worked out will be considered for placement of order. If the overall lowest bidder has not quoted for some of the services, the overall lowest bidder will be given option to accept offer of the lowest bidder for those services. The price will remain firm & fixed during the currency of contract.
- b) The determination of the lowest bidder (L1) shall be based on the amount indicated at (V) in the rate sheet at Annexure-4.
- c) **GROWTH CLAUSE:** MDL shall be at liberty to place additional work to the extend of 15% of contract value at the same Rate, terms and condition of this contract within contractual delivery period and bidder shall have to honour it.
- d) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

**13. TERMS OF PAYMENT:**

100% payment for the delivered & accepted items/services will be made through ECS between 25-30 days for actual quantity of work executed and on submission of documents as given below: -

- i) Set of Original + 3 Copies of signed Tax Invoice to be submitted to Projects Accounts – Sub Section (Bidder will be required to submit bills indicating details of earlier billing in every bill/invoice and also showing cumulative value of work done under the contract under individual heading of rate sheet, failing which, the bills will not be accepted / cleared. The bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Projects Accounts – Sub Section, MDL.
- ii) Work Completion certificate duly certified by the officers, not below the rank of Chief Manager, of the WCC issuing agencies, viz., MDL (QA-EY), SOT (Mb) & EY (Hull-Works).
- iii) In case of delays, the duration is to be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.

**14 MODIFICATION/REWORK:** Not Applicable.

**15. SECURITY DEPOSIT:**

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The successful bidder (Contractor) shall submit Security Deposit in the form of Bank Guarantee @ 5 % of Order Value valid till end of the contractual completion period. Please refer website for Format at OTS –F04. Security Deposit will be returned on successful execution of contract.

**16. GUARANTEE:** Not Applicable.

**17. PERFORMANCE BANK GUARANTEE:** Not applicable.

**18.** The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender.

**19. TAXES:**

The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. Present Service Tax rate is 10.30 % inclusive of Education cess, w.e.f. 24-02-2009.

**20. PURCHASE & PRICE PREFERENCE:**

Purchase preference as per extant Government Guidelines. No Price Preference shall be given to any bidder irrespective of his status.

**21. 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.

**22. TERMINATION & RISK PURCHASE:**

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 MDL shall be at liberty, without prejudice to the right of the MDL 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.

MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services 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 / Contractor.

**23. 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 as per Para 4. In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of value the scheduled quantity of work.

**24.** 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.

**25. SPLIT / PARALLEL ORDER:**

MDL reserves the right:

- a) to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.
- b) to consider placement of Order in part or in full against the tendered quantity and to run Parallel Contracts.

- c) to run parallel contracts. In such a case, MDL reserves the right to award minimum 60% shares of value to lowest bidder (L1), subject to his capacity as assessed by MDL and balance 40% will be divided equally between the other willing bidders. In case one of the parallel contractors is not able to meet the production rate requirement of his share, part of his share will be given to the other parallel contractor found suitable by MDL.

**26.** The contract will be governed by the Standard terms & conditions (STACS) and the General Terms & Conditions (GTAC) while executing works. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other Annexure including STACS & GT&C. GT & C clauses No A120, A150 & A160 will not be applicable to present tender.

**27.** In the event of placement of order on unregistered vendor, the firm will apply for registration through Shri M. DEVNANI Asst Manager (Vendor Development & Administration), OTS Dept, Tel No. 23715059 & Mobile No.9324586308 within one month from placement of order.

**28. Free issue Material (FIM):** 30 mm thick 80HLES Steel plates will be issued by MDL on submission of bank guarantee for FIM. Approximate cost of FIM is **Rs.15 Lakh/plate** (Rupees Fifteen Lakhs Only/plate). Sub-Contractor shall furnish Bank Guarantee for Free Issue Material (format attached herewith as **Annexure-11**) equivalent to the value of materials issued by MDL valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL .

On completion / execution of the Order / Contract as per approved drawings, the finished product should be returned along with the balance material / scrap. A certified statement of reconciliation of MDL's property showing following details should also be submitted along with your invoices for release of payment:

- a. Quantity of material issued.
- b. Quantity of material returned to MDL after inspection.
- c. Quantity of balance material and scrap returned.
- d. Actual quantity wasted.

**29. PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Cdr.P.R.Ragunath. , General Manager (Ship Building - Design) 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 on 3rd floor, West-Block, North-yard, or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23738152.

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

Thanking you,

Yours faithfully,  
For MAZAGON DOCK LIMITED,

**(T.K.Ratheesh)**  
**Chief Manager (Outsourcing)**  
**OUTSOURCING DEPARTMENT**



**ANNEXURE:**

- 1) Scope of Work & Quality requirements.
- 2) Delivery schedule.
- 3) Sample Quality Assurance plan (QAP).
- 4) Rate sheet.
- 5) Tender Acceptance Form (TAF).
- 6) Standard Terms & Conditions (STACS) Acceptance Form
- 7) General Terms And Conditions (GT&C) Acceptance Form
- 8) Format for Non Disclosure Agreement
- 9) OTS – ECS Format
- 10) OTS-RTGS/NEFT – Mandate authorisation Form
- 11) Format for Bank Guarantee for Free Issue Material

**References (Available on MDL Website):**

- 1) Standard Terms & Conditions (STACS).
- 2) General Terms & Conditions (GT&C).
- 3) Official Secrets Act 1923.
- 4) Loading Factor

**Formats (Available on MDL Website):**

1. OTS -F-04 Bank Guarantee for E.M.D.
2. OTS -F-08 Track record.
3. OTS -F-14 Bank Guarantee for Security Deposit.

Copy to:	EY-Plg for AGM (Plg-EY)	Submarine Overseeing Team (Mumbai) (SOT (Mb)
	EY-Prod/Hull for AGM (EY-H-W/S) EY-QA for DGM (EY-QA) EY-Design for CM (D-EY-Est)	

## ANNEXURE-1

### Scope of Work

#### MDL Scope of Work

- 1 80 HLES plates. Size – 7000 x 3300 x 30mm.
- 2 Plate record plans / loft documents, Sketches for making templates, rolling, beveling, Specification No. SCI – 200013 Rev. D etc.
- 3 Crane facility for loading and unloading of plates / shell plates at MDL premises. viz. Anik Chembur, East Yard or other designated location.

#### Contractors Scope of work

- 1 The Sub contractor has to collect 7000 x 3300 x 30 mm 80 HLES plates from MDL premises/ nominated places (Stores / Anik Chembur) and deliver the rolled plates duly rectified and machined after satisfactory QA/SOT clearance. Sub contractor has to return the balance material to MDL. Approximate weight of one plate is = 5.4 MT.
- 2 Prepare the templates / rolling sets from the documents provided by MDL. Material for template to be arranged by contractor. Templates / rolling sets are to be approved by QA-EY / SOT prior to use.
- 3 Mark, cut and roll the plates as per the drawings sketches and as per documents no. SCI-200013 Rev. D. The work is to be done step by step. The details such as Plates code no., Reference lines, Part nos., Frame positions etc. are to be marked on to the plates before cutting (sample copy of the plate record plan & document SCI-200013 Rev. D enclosed). 250 to 300 mm green material to be kept overlength at both the ends lengthwise and 30 mm green material at both the ends width wise (Refer document SCI-200013 Rev-'D').
- 4 Rectify / correct the rolled P.H. segments on hydraulic press (Required capacity 1500 MT approx) as per the procedure given in document no. SCI-200013 Rev.D).  
For rectification procedure refer appendix 1, 2 & 3 of document SCI- 200013 Rev D.  
For inspection procedure refer Appendix 4 of SCI –200013D
- 5 Edge preparation / machining to be carried out for the longitudinal joint & to be corrected the after, if required.
- 6 **Diameter of Section**
  - a) **Conical Section – SS-1** – Min. Dia. – 4000 mm  
Max. Dia. – 5190 mm
  - b) **Conical Section – SS-2** – Min. Dia. – 5476 mm  
Max. Dia. – 5746 mm

#### **General Scope of Work:**

- 1 Original markings on the plates are to be retained (stampings). These markings are required to be transferred on the part to be cut in presence of MDL QA-EY representative.
- 2 80 HLES plates are to high tensile steel having spring back action and therefore care to be taken while rolling.
- 3 Arc striking, welding of lugs, heating and cutting of holes are not permitted.
- 4 Lifting and handling of plates with the help of magnet is not allowed therefore special lifting clamps are to be arranged by the Sub-Contractor.
- 6 Completion Certificate (WCC) will be issued by QA-EY after the receipt inspection of the rolled and beveled plates at MDL. Any defects/damage caused during transportation, the same is to be rectified by the subcontractor.

- 7 Chemical & physical properties are given at the end of scope of work.
- 8 Cut the green material by oxy cutting from the longitudinal side (over the length of the plate) leaving 10mm extra to clear the 'Heat Affected Zone' (HAZ) and for machining & beveling. Green (30mm) material on forward & aft side of the P.H. segment is not in the contractor's scope.
- 9 Edge preparation / machining to be carried out for the longitudinal joint wherever applicable. The firms should have suitable straight block / surface block to keep the plate vertical for inspection purpose.
- 10 Tentative overall period of Work :

Date of Starting of Job : 16.02.2009

Date of Completion of Job : 30.09.2010

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#### QA REQUIREMENTS:

Plate marking:

Marking of Frame lines – frame spacing

Marking of centre line of plate / L.A. line - Perpendicularity with frame line

Marking of WMP lines / cutting lines

Hard punching of plate code no. / plate traceability no., frame no. etc.

Note : All above lines shall be scribed over the wet chalk or proper chalk line is to be used for thin line as there is no tolerance for marking.

Rolling set : Scribe a radius on a plane surface over wet chalk. Template should exactly match with line.

Rolling of plates : After rolling & rectification inspections will be done with full size template and the gap should not be more than 1 mm at any rolled point. Plate will be kept vertical for rolling inspection and in free state.

Quality plan and relevant protocol formats are to be prepared by the subcontractor and required to be approved by Q.A.-EY / SOT prior to Commencement of job.

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Additional Q.A requirements of Production Dept:

The said Q.A. plan and protocol formats shall be followed by the subcontractor as approved (or "approved as amended") by MDL EY-QA and Naval Representative SOT (MB).

The stages of Q.A. inspection shall be as per the said approved Q.A. plan and protocol formats. These should be in line with the Construction order specification supplied by DCNS.

The following aspects must be strictly adhered during production process

- i) Initial Grid marking of plate with appropriate stamp transferring of plate no., Heat no., Traceability marking, Identification of Rolling direction, Marking of FWD / AFT and TOP / Bottom of the plate.
- ii) Dimensional check at various stages as per subject document.
- iii) Inspection of Templates.

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Sample Plate record Nos. 80 HLES 30 / 81 to 80 / 88 and Sketch Nos. 15 to 20 are enclosed herewith for your ready reference.

**14. CHEMICAL AND PHYSICAL PROPERTIES OF 80HLES STEEL**

Chemical composition (Heat analysis) %	C ≤ 0.16	Si ≤ 0.27	Mn <sup>(1)</sup> ≤ 0.54	S ≤ 0.015	P ≤ 0.020
	Cu ≤ 0.25	Ni 4.00/4.87	Cr <sup>(1)</sup> ≤ 0.53	Mo ≤ 0.43	V ≤ 0.10
Yield Strength                      700 MPa. Ultimate Tensile Strength    780MPa.					

**ANNEXURE-2**

**BOATWISE DELIVERY SCHEDULE**

<b>BOAT</b>	<b>Yard</b>	<b>Sub Section Identification No.</b>	<b>Quantity of Plates. (Nos)</b>	<b>Starting Date</b>	<b>Delivery</b>
<b>Boat-3</b>	<b>11877</b>	<b>SS-1</b>	<b>04 Nos.</b>	<b>1-03-2009</b>	<b>30 -04-2009</b>
<b>Boat-3</b>	<b>11877</b>	<b>SS-2</b>	<b>04 Nos.</b>	<b>1-04-2009</b>	<b>31- 05-2009</b>
<b>Boat-4</b>	<b>11888</b>	<b>SS-1</b>	<b>04 Nos.</b>	<b>1-03-2010</b>	<b>30- 04-2010</b>
<b>Boat-4</b>	<b>11888</b>	<b>SS-2</b>	<b>04 Nos.</b>	<b>1-04-2010</b>	<b>31- 05-2010</b>

**ANNEXURE-3****SAMPLE QUALITY ASSURANCE PLAN**

SR. NO.	DESCRIPTION	TYPE OF INSPECTION	PROTOCOL NO.	INSPECTED BY	
				EY-QA	SOT (MB)
1	<b>FORMING INSPECTION. (AFTER RECTICATION ON PRESS &amp; PNEUMATIC HAMMER)</b>	<b>Rolling &amp; straightness</b>	<b>Template/ Straight edge</b>	<b>W</b>	<b>W</b>
2	<b>MARKING OF 64mm LINE.</b>	<b>Dimensional</b>	<b>CO70</b>	<b>W</b>	<b>R</b>
3	<b>FINAL INSPECTION AFTER EDGE PREPARRATION (BEVELING)</b>	<b>Dimensional</b>	<b>CO80A, CO80B, CO90A, CO90B</b>	<b>W</b>	<b>W</b>

## Note:

1. ONLY CALIBRATED INSTRUMENTS TO BE USED.
2. FORMING AND STRAIGHTNESS WILL BE CHECKED AGAIN AFTER EDGE PREPARATION PRIOR TO DESPATCH OF SHELL PLATE.
3. INSPECTION WILL BE CARRIED OUT ON REQUEST OF SUB-CONTRACTOR ALONG WITH THEIR INSPECTION REPORT.
4. INSPECTIONS (PROTOCOLS) WILL BE CARRIED OUT AS PER DOC SCI-200013

**ANNEXURE-4****RATE SHEET**

	Boat. No (Yard)	Boat-3 (11877)	Boat-3 (11877)	Boat-4 (11878)	Boat-4 (11878)
Sr.No	Sub section identification No	SS-1	SS-2	SS-1	SS-2
1	Shell Plate Qty. (Nos)	4	4	4	4
2	Cost of marking & cutting to size (in Rs)				
3	Cost of Rolling. (in Rs)				
4	Cost of Rectification (in Rs)				
5	Cost of cutting the green material (in Rs)				
6	Cost of edge preparation (In Rs)				
<b>Total</b>		<b>A= _____</b>	<b>B= _____</b>	<b>C= _____</b>	<b>D= _____</b>

TRANSPORTATION COST /TRIP =

TOTAL TRANSPORTATION COST '**R**' (LIMITED TO MAXIMUM 04 TRIPS) = Rs \_\_\_\_\_

GRAND TOTAL FOR 16 SUBSECTIONS (**V**) = **A+B+C+D +R** = Rs...(In words)

Note:

1. Refer all the relevant drawings by submission of NDA.
2. The rates shown above are excluding taxes. Bidders to indicate applicable taxes separately.
3. The determination of the lowest bidder (**L1**) shall be based on the amount at (**V**) above.
4. One trip includes transportation from MDL and back to MDL

**TENDER ACCEPTANCE FORM**

To,

MAZAGON DOCK LIMITED  
OUTSOURCING DEPT.

TENDER ENQUIRY No

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
01	ACC. / DEV.	09		17		25	
02		10		18		26	
03		11		19		27	
04		12		20		28	
05		13		21		29	
06		14		22			
07		15		23			
08		16		24			

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) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I, ii) & iii).
6. If any deviation to Technical Scope, a separate sheet should attached with details.



ANNEXURE-6

**STANDARD TERMS & CONDITIONS ACCEPTANCE FORM**

To,

**MAZAGON DOCK LIMITED  
OUTSOURCING DEPT.**

**TENDER ENQUIRY No**

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
101	ACC./DEV	260		360	
102		270		370	
103		280		380	
120		290		390	
200		300		400	
210		310		410	
220		320		420	
230		330		430	
240		340		440	
250		350			

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.
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.

**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,

MAZAGON DOCK LIMITED  
OUTSOURCING DEPT.

TENDER ENQUIRY No

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
A10	ACC. / DEV.	A80		A150	NA
A20		A90		A160	NA
430		A100		A170	
A40		A110		A180	
A50		A120	NA	A190	
A60		A130		A200	
A70		A140			

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) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A10 means – Clause nos. A11, A12, A13

ANNEXURE-8

On Rs. 100/- Non-  
Judicial Stamp

**DRAFT FOR**  
**NON DISCLOSURE AGREEMENT**

THIS Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_2008 between Mazagon Dock Limited a Company registered under Indian Companies Act 1917 and having its registered office at Dockyard Road, Mumbai-400 010. (Hereinafter referred to as MDL / Providing Party) and M/s. \_\_\_\_\_ a Company / Firm registered under \_\_\_\_\_ and having its registered / principal office at \_\_\_\_\_ (hereinafter referred to as Receiving Party).

WHEREAS MDL / Providing Party and Receiving Party are required to exchange of certain confidential information among themselves in pursuance of the tender for \_\_\_\_\_.

AND WHEREAS, MDL / Providing Party agree to give the confidential information to the receiving party / \_\_\_\_\_ / provided the receiving party / ( \_\_\_\_\_ ) agree to execute a non-disclosure agreement for safeguarding MDL / Providing Party its rights / interests on the said confidential information.

NOW THEREFORE the Parties agree as follows:

1. As used in this agreement (hereinafter referred to as “the Agreement”) the term “Confidential Information” shall mean any technical information or data disclosed by MDL / Providing Party pursuant to this Agreement to the receiving party either in writing or orally, and including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models or any means of disclosing such Confidential Information that MDL / Providing Party may elect to use during the validity of this Agreement.
2. Nothing in this Agreement may be construed as compelling MDL / Providing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by MDL / Providing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement.
4. The receiving Party hereby covenants that the Confidential Information received from MDL / Providing Party shall:

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

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

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

Information of which MDL / Providing Party authorities in writing the Disclosure.

5. The Receiving Party shall promptly upon requests by MDL / Providing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof.

6. The Receiving Party shall have no obligations or restrictions with respect to :  
Information publicly known through no wrongful act of the Receiving Party.

Information rightfully disclosed by a third party without breach of this Agreement and which can be communicated without restriction.

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

Information of which MDL / Providing Party authorizes in writing the disclosure.

7. Noting in this Agreement shall be construed as granting to the receiving Party any patent, copyright or design license, or rights of use under similar industrial property rights.

8. This Agreement shall apply to confidential Information disclosed within the scope of studies requested by MDL / Providing Party as from the date of signature of this Agreement and provided always that consultations and purchase orders placed by MDL / Providing Party shall expressly make reference to this Agreement.

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

10. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement, shall be finally settled by the competent jurisdiction in Mumbai.

In respect whereof, this Agreement has been executed in two (2) originals.

Signed by the within named

Signed by the within named

MDL / Provided.

Receiver

In the presence of

In the presence of

**OTS-ECS-FORMAT**

BIDDER'S NAME :  
ADDRESS :  
SUPPLIER REGN. CODE NO. WITH MDL :  
BIDDER'S BANK NAME :  
BANK BRANCH ADDRESS :  
BANK ACCOUNT NO. :  
NATURE OF ACCOUNT :  
(SAVINGS / CURRENT / OTHERS\*)  
NAME OF BANK :  
MICR NO. (9 DIGITS) FOR PAYMENT :  
BIDDER'S PAN NO. :

--

\*give details

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 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**

**AUTHORISED SIGNATORY OF THE BIDDER**

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

**BANK'S STAMP**

**Date**

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

**OTS-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 must be appended.

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

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

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

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

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

										M									
--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--	--	--

**7. Name of the Bank:**

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

**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:	
----------------------	--	----------------------	--	------------------	--

**11. Bank Account Number of the Supplier: ©**

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

© Fill up from the 1<sup>st</sup> 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.

**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.**

**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

WHEREAS M/s Mazagon Dock Limited (MDL, hereinafter named Company) intend to issue material free of cost to undertake the job as per Contract / Agreement / Order vide reference no \_\_\_\_\_ dated \_\_\_\_\_.

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: \_\_\_\_\_ bind ourselves unconditionally and irrevocably for payment to M/s Mazagon Dock Limited of the sum of (currency / amount) to indemnify MDL in case of default.

OR

We the undersigned (*Bank's Name and address*) whose registered office is at: \_\_\_\_\_ do hereby undertake the indemnity and keep indemnified to the extent of Rs. \_\_\_\_\_ (in words) against any loss or damage caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract/Agreement / Order.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s \_\_\_\_\_ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, until the due performance of the ORDER / CONTRACT in a manner specified by MDL and in any other case until \_\_\_\_\_ 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 there under.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

After the here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

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

Indian laws shall govern this guarantee and the Courts at Mumbai, India alone shall have the jurisdiction.  
\* INDIGENOUS VENDORS TO SUBMIT THIS BG ON NON-JUDICIAL STAMP PAPER OF RS 100/- FROM NATIONALISED / SCHEDULED BANK ONLY.