

**Mazagon Dock Shipbuilders Limited**  
**(Submarine Division)**

**BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF SUPPLY/WORK**

**MAZAGON DOCK SHIPBUILDERS LTD. (MDL)**, Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

**MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer)** INVITES COMPETITIVE BID through GeM Portal for the following services from **Indian Firms**.

**This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal.**

***BIDDER TO READ BID REJECTION CRITERIA CAREFULLY BEFORE SUBMITTING BID***

**SUBJECT: - Procurement of spare (03 types) from M/s. Bosch Rexroth Pvt.Ltd authorised vendor**

<b>A)</b>	<b>TENDER ENQUIRY FORM CLAUSES</b>
<b>1.</b>	<b>Description:</b> <u>Procurement of spare (03 types) from M/s. Bosch Rexroth Pvt.Ltd authorised vendor.</u> The detailed scope of Supply/Work is attached as <b>Enclosure-1</b> .
<b>2.</b>	<b>Submission of offer: -</b> Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of work and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). TEF ( <b>Enclosure-5</b> ), DEVIATION SHEET ( <b>Enclosure-6</b> ) duly filled as ACC or DEV to be submitted. ii) Bidder to submit Declaration of Local content as per <b>Enclosure-2 &amp; 2A</b> . iii) Bidder to submit signed scanned copy of this complete document with SOW as acceptance. iv) Blank rate sheet clearly indicating applicable GST against each line item. v) Prequalification & past experience documents. vi) Firm to submit authorization certificate from M/s. Bosch Rexroth Pvt.Ltd.  Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: <a href="mailto:aritrarouth@mazdock.com">aritrarouth@mazdock.com</a> , <a href="mailto:vishalkumar@mazdock.com">vishalkumar@mazdock.com</a>
<b>3.</b>	<b>Validity Period:</b> Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
<b>4.</b>	<b>Electronic Reverse Auction:</b> This GEM bid will be taken to reverse auction post technical evaluation on H1 elimination basis as per GEM terms & conditions.
<b>5.</b>	<b>Earnest Money Deposit (EMD):</b> Rate of Earnest Money Deposit The applicable EMD is Rs. 75,000/-.  (a) Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption. EMD is exempted for following cases: (i) State & Central Government of India Departments & Public Sector Undertakings. (ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

	<p>(iii) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. In case of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s).</p> <p>(iv) Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.</p> <p>(v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).</p> <p>(vi) The recognized institutes such as VJTI/IIT.</p> <p>(vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.</p> <p>(viii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.</p> <p>(b) Rate of Earnest Money Deposit The applicable EMD for present requirement is Rs. 75,000/-.</p> <p>(c) Mode and form of EMD and action on receipt :  In case of Indigenous bidders, EMD shall be obtained by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. Bidders should be encouraged to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. In case of foreign bidders, EMD shall be obtained by way of SWIFT / Bank Guarantee from bank of international repute or other banks. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.  Note : Format for Bank Guarantee for submission of EMD is placed at <b>Enclosure-8</b>.</p>
6.	<p><b>Pre-Qualification Documents &amp; Criteria: -</b></p> <p><b>Technical PQC:</b>  The supplier must be authorized by the OEM M/s. Bosch Rexroth Pvt.Ltd.</p> <p><b>Commercial PQC:</b></p> <p>i) The average annual financial turnover of ‘The bidder’ during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 11,25,000/- as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.</p>

	<p>ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).</p>
7.	<p><b>Bid Rejection Criteria :</b> Following criteria for rejection of the bids:</p> <p><b>(A) Categorical Rejection:</b> The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:</p> <p>(i) Bids received after tender closing date and time. (ii) Bids received other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. (iv) Bids received without EMD (other than those who are exempted from payment of EMD).</p> <p><b>(B) Liable for Rejection Criteria</b> Non-compliance/non-acceptance to any of the terms and conditions of the tender, shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.</p>
8.	<p><b>Delivery/completion Period / Contract Period /Completion Schedule:</b></p> <p>a) Work Completion period / Delivery period for procurement of spare (03 types) from Rexroth authorised vendor is 150 days after release of Purchase Order.</p> <p><b>Delivery Address:</b> <b>MAZAGON DOCK SHIPBUILDERS LIMITED,</b> <b>Dock Yard Road,</b> <b>Mumbai –India 400 010.</b> <b>Phone: 022-23763651/52</b> <b>Officer IN Charge – East Yard Stores</b></p> <p>b) The detailed scope of supply/work is placed at <b>Enclosure-1</b>. c) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.</p>
9.	<p><b>Pricing:</b></p> <p>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid. b) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Supply / Work (<b>Enclosure 1</b>). c) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes &amp; duties. d) Bidder shall submit blank rate sheet (<b>Enclosure-3</b>) clearly indicating GST % along with techno-commercial offer.</p>
10.	<p><b>Terms of Payment :</b> Advance payments are not allowed.</p> <p>Amount due for payment after deductions towards LD if any will be released by bank transfer within 15 to 20 days from the date of delivery and on submission of following documents.</p> <p>i. One original and two copies of signed Invoice ii. Goods Receipt Note (GRN) copy (applicable for materials)</p>

	<p>iii. One copy of COC certificate for the item</p> <p>Note:</p> <p>i No advance payment is allowed.</p> <p>ii Signed GRN is MDL internal document. Vendor has to submit all other documents to Purchase Officer (PO issuing authority).</p> <p>iii Trade Receivable Discounting System (TReDS) For MSEs: TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A. TReDS Ltd, &amp; M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive &amp; transparent environment is done by financiers based on Buyer's credit profile.</p> <p>MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."</p>
11.	<p><b>Inspection/acceptance criteria:</b>  Receipt inspection will be carried out by MDL QA-EY and SOT(MBI). Acceptance criteria for Scope of Supply/ Work (Enclosure-1) :</p> <p>i. COC certificate for the item.</p> <p>ii. Warrantee certificate for a period of 12 months.</p>
12.	<p><b>Guarantee/ Warranty:</b></p> <p>The bidder shall provide minimum 12months warranty from date of supply.</p>
13.	<p><b>Taxes &amp; Duties:</b>  Bidder to indicate the applicable GST Rate in the Rate sheet as per <b>Enclosure-3</b>.</p>
14.	<p><b>Performance Security (Performance Bank Guarantee cum Security Deposit):</b>  Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at <b>Enclosure-4</b> within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Performance Security will be refunded/returned to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>Non-submission or late submission of Performance Security (Performance Bank Guarantee cum Security Deposit):</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders &amp; EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>

15.	<p><b>Breach of Obligation clause with respect to Bid submitted:</b>  In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,</p> <ul style="list-style-type: none"> <li>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</li> <li>b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</li> </ul>
16.	<p><b>Liquidated Damages:</b>  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/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.</p> <p>NOTE: Planning-EY will submit delay analysis report for calculation of liquidated damage along with Work Completion Certificate/Acceptance Report.</p>
17.	<p>MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.</p>
18.	<p><b>Public Grievance Cell:</b>  A Public Grievance Cell headed by ED(Tech), Mr R.R.Kumar 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, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23723426 Extn. 3512</p>
19.	<p>In case of any technical clarifications, bidder is requested to contact Mr. Arita Routh, Email Id: <a href="mailto:aritarouth@mazdock.com">aritarouth@mazdock.com</a>, Ph No- 02223763373 before the closing date of the tender.</p> <p>We look forward to receive your most competitive and reasonable offer against this tender.</p>
	<p style="text-align: right;">Yours faithfully,  For MAZAGON DOCK SHIPBUILDERS LIMITED  Vishal Kumar, Deputy Manager (C-EY)  (Purchase Executive)</p>

**Enclosures**

- Enclosure-1 : Scope of Supply / Work.
- Enclosure-2 : Declaration of Local content
- Enclosure-2a : Actual Local content
- Enclosure-3 : Rate Sheet format
- Enclosure-4 : Format of Performance Bank Guarantee cum security
- Enclosure-5 : TEF Acceptance format
- Enclosure-6 : Deviation format
- Enclosure-7 : List of approved banks.
- Enclosure-8 : Format for Bank Guarantee for submission of EMD

GEM BID NO: GEM/2026/B/7489717

Procurement of spare (03 types) from M/s. Bosch Rexroth Pvt.Ltd authorised vendor.**SCOPE OF WORK:**

Sr. No.	Description	Qty	Delivery Period
10	Proportional solenoid valve block 4W/3P RN: 09DH000C0061 COPIC: R2460145 Part No. 4WRE10W1-50-2X/G24K/V R901247877	10 Nos	150 days
20	Electro-pneumatic Solenoid – Rexroth make Type 5/2 & 5/3 valves  Make-Rexroth  Part number: R432002477	1Nos	150 days
30	Diesel Engine Pneumatic Circuit Solenoid Valve- Rexroth type 542  Make – Rexroth  This item consist of a) PILOT VALVE BASIC-CNOMO-NO COIL ; Part No: 5420895312 b) CO1-FORM_A-024DC-4,5W-30MM ; Part No: 5420707022 c) CON-VP-F_A-2+E-SCREW ; Part No: 1834484048	1Nos	150 days

**DECLARATION CERTIFICATION FOR LOCAL CONTENT**

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

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

**IN RESPECT OF BID / TENDER No.**.....  
**ISSUED BY:** (Name of Firm) .....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provide at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

- (c) I have satisfied myself that the goods / services / works to be delivered in terms of the above specified bid comply with the local content requirement as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012  (applicable for MSE manufacturers)

2) PPP MII 2017  (applicable for Class I suppliers as well as MSE manufacturers )

(Note: if not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid )

e) The local content calculated using the definition given above are as under:

Tender item Sr No	Local content calculated as above %	Location of Local value addition (Location shall be the specified as name of city or district etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient.

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to make in India) Order 2017 dated 16.09.2020

SIGNATURE: .....

DATE:

.....  
Seal / Stamp of Bidder

**ACTUAL LOCAL CONTENT CERTIFICATE**

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

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

**IN RESPECT OF CONTRACT No./ PO No.**.....

**ISSUED BY: (Name of Firm):**.....

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

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

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

(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Stamp / Seal of the company**

**Enclosure-3**

**Sub: GEM/2026/B/7489717- Procurement of spare (03 types) from M/s. Bosch Rexroth Pvt.Ltd authorised vendor**

Sr. No	Description of Supply/Jobs	QTY (In No)	UOM	Unit rate excluding GST (in Rs.)	Total Value excluding GST (in Rs.)	Unit rate including GST (in Rs.)	Total Value including GST (in Rs.)
10	Proportional solenoid valve block 4W/3P RN: 09DH000C0061 COPIC: R2460145 Part No. 4WRE10W1-50-2X/G24K/V R901247877	10	NOS				
20	Electro-pneumatic Solenoid – Rexroth make Type 5/2 & 5/3 valves  Make-Rexroth  Part number: R432002477	1	NOS				
30	Diesel Engine Pneumatic Circuit Solenoid Valve- Rexroth type 542  Make – Rexroth  This item consist of a) PILOT VALVE BASIC-CNOMO-NO COIL ; Part No: 5420895312 b) CO1-FORM_A-024DC-4,5W-30MM ; Part No: 5420707022 c) CON-VP-F_A-2+E-SCREW ; Part No: 1834484048	1	NOS				
	Total in INR (Figures)						
	Total in INR (Words)						

Note: Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis on GEM portal. Break up for the same to be shared post price bid opening. **Firm to indicate separate GST% in their techno-commercial offer.**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + 4 weeks from the date of expiry of this guarantee).

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

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

For ..... Bank  
(by its constituted attorney)

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

**NOTE:**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

\*\*\*\*\*

**TEF ACCEPTANCE FORMAT**  
**(Bidders requested to fill complete details as)**

To  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL DEPARTMENT (E.Y)

**GEM BID No: GEM/2026/B/7489717**

<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK ACC/DEV</b>	<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK ACC/DEV</b>	<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK ACC/DEV</b>
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.					

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**NOTES:**

1. Bidder 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 should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder 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-----  
-----

**GEM BID No: GEM/2026/B/7489717**

**DEVIATION FORMAT**

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL EASTYARD

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE :  
DATE :  
NAME :  
DESIGNATION :

BIDDER'S COMPANY SEAL:

**LIST IF 1ST CLASS BANKS FROM SBI revised.**

**Nationalized Banks/Public Sector Bank**

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

**List of Private Banks**

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank

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

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

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

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

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

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

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

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

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

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

For ..... Bank

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

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