

Mazagon Dock Shipbuilders Limited
(Submarine Division)

SINGLE GEM TENDER: GEM/2026/B/7350642

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF SUPPLY

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 supply including services from Indian Firms.

This is a Single Tender enquiry on nominated vendor M/s Jotun India Pvt. Ltd. Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

Sub: - PROCUREMENT OF PAINTS (US03) FOR PROJECT AIP OF P75

(A) TENDER ENQUIRY FORM:

1.	Description: PROCUREMENT OF PAINTS (US03) FOR PROJECT AIP OF P75. The detailed scope of Supply is attached as Enclosure-1 . Note: Bidder/Supplier shall ensure that supply of paints is fully compatible and suitable for use with the respective main equipment ordered by MDL.
2.	Instructions to the bidder: Bidder should submit all documents strictly through GeM Portal only.
3.	Validity Period: 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.
4.	Earnest Money Deposit (EMD): Not Applicable
5.	Submission of offer: - (SINGLE BID) Offer must be forwarded through GeM Portal in <u>SINGLE BID</u> and scanned copies of the below mentioned documents to be attached in the offer: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). Tender Enquiry Form (TEF) (Enclosure-4) & DEVIATION SHEET (Enclosure-5) duly filled as ACC or DEV to be submitted. ii) Bidder to submit signed scanned copy of this complete document with Scope of Supply as acceptance. iii) Duly filled Rate sheet clearly indicating applicable GST against each line item. iv) Bidder to submit Declaration of Local content as per Enclosure-7 & 7a . Note: a) Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. Bidder should submit offer with all relevant documents. b) Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: <u>dmohte@mazdock.com, vishalkumar@mazdock.com</u>
6.	Pre-Qualification Documents & Criteria: - Not Applicable

7. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract.

Such defaults shall include inter-alia:

(i) Default in Performance and Obligations

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per subclause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.

(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

<p>8.</p>	<p>Bid Rejection Criteria:-</p> <p>Following criteria for rejection of the bids:</p> <p>(A) Categorical Rejection: 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> <ul style="list-style-type: none"> (i) Bids received after tender closing date and time. (ii) Bids received through other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. <p>(B) Liable for Rejection Criteria Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:</p> <ul style="list-style-type: none"> (i) OEM/Authorized Dealer/Agents of Supplier: Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected. There can be only one bid from the following: <ul style="list-style-type: none"> (a) The principal manufacturer directly or through one Indian agent on his behalf; and (b) Indian/foreign agent on behalf of only one principal.
<p>9.</p>	<p>Delivery Schedule:</p> <p>a) Delivery Period:</p> <ul style="list-style-type: none"> i. Firm shall deliver the ordered material in partially and staggered manner to meet MDL's production requirements till completion of ordered. However, all items to be delivered within 15 weeks. ii. Firm shall refer POS SCI-049065 K for additional information on type of material. However, items & quantities of items shall be as per order only. iii. MDL will intimate you with list of items with quantity, description, latest revision or amendment in document POS-SCI-049065 and with latest date by which the items are to be delivered to MDL East Yard-Stores. MDL will be ensuring that minimum one month advance intimation will be given to firm, so that you are able to supply the requested material to MDL East Yard Stores. iv. The paints to be supplied with appropriate manufacturer's test certificates indicating Type of Paint, Batch No., Date of Manufacture and Date of Expiry. Each Drum is also to be marked with Type of Paint, Batch No., Date of Manufacture and Date of Expiry, Quantity etc. v. Each drum is also to be marked with tyre of paint, Batch no.,Date of manufacture and Date of expiry,Quantity etc. vi. COC as per MDL format endorsed by QA department of the firm confirming that each of the items supplied is manufactured from exactly same material as specified in chapter 3 of POS SCI-049065 Ref-K and other related RFP & non-RFP documents mentioned. vii. Shelf life shall be min. 95% at the time of delivery. All paints are supplied from the latest production having maximum shelf life. In case shorter shelf life, the firm shall deliver the ordered material in partially and staggered manner to meet MDLs production requirements till completion of ordered material. Items with shorter shelf life dispatched by the firm without intimation to MDL shall be rejected. <ul style="list-style-type: none"> b) The detailed scope of supply is placed at Enclosure-1. 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>Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery of items in MDL. You are requested to confirm the delivery schedule in the offer.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>
<p>10.</p>	<p>Consignee/Delivery:</p> <p>The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:</p> <p>Consignee/delivery Address: MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai –India 400 010. Phone: 022-23763651/52 Officer IN Charge – East Yard Stores</p>
<p>11.</p>	<p>Pricing:</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.</p> <p>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 (Enclosure 1).</p> <p>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 & duties.</p> <p>d) Bidder shall submit blank rate sheet (Enclosure-2) clearly indicating GST % along with techno-commercial offer.</p>
<p>12.</p>	<p>Terms of Payment:</p> <p>Advance payments are discouraged and therefore are to be considered as not allowed. Part Supply, Part Payment allowed.</p> <p>100% Payments for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages if any, shall be made through bank transfer by NEFT within 15-20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on submission of following documents:</p> <p>a) One original and two copies of signed Invoice showing item wise description & prices as per order.</p> <p>b) Signed Goods Receipt Note (GRN) copy</p> <p>c) Copy of Guarantee/Warranty Certificates as per the paint scheme from date of door delivery.</p> <p>d) Copy of Delivery Challan</p> <p>f) Copy of Performance Security (Performance Bank Guarantee cum security deposit).</p> <p>Note: GRN copy is MDL internal document. Balance documents are to be submitted by firm.</p> <p>Bidders shall furnish all the necessary details like name of the bank/branch, branch code No, bank account no in their technical bid.</p>
<p>13.</p>	<p>Inspection/acceptance criteria:</p> <p>Firm shall ensure the inspection of the material by their QA dept and class certification for the product by GL or LRS. The firm shall submit the classification certificate to MDL and the batch wise certification by your QA dept along with the supplies. The cost towards classification for the products is included in the unit rates. The firm shall submit three copies each of all relevant test certificates along with consignment. In addition to the above one identical set of the same is to be sent by email / fax / courier for advance information. Receipt Inspection will be carried out by MDL (QA-EY) & SOT (MB) at MDL East Yard Stores.</p>

	<p>Note: - Paint performance certificate will not be part of payment documents but the firm needs to submit the same for record purpose.</p> <p>Following Documents also required:</p> <ol style="list-style-type: none"> a. COC b. Type Approval certificate from Classification Society c. Paint Performance Certificate d. Material Safety Data Sheet (MSDS) e. Technical Data Sheet (TDS) f. Guarantee/ Warranty Certificate g. Any other document discussed in TNC/CNC/PNC
<p>14.</p>	<p>Guarantee/ Warranty: Firm shall provide warranty to MDL/Navy for satisfactory performance of the paint scheme for the below mentioned period from date of final coating of the paint scheme/paint application:</p> <ol style="list-style-type: none"> i. Under water Paints (i.e. Antifouling): Minimum 48 months ii. Anti-corrosive paints – Minimum 48 months iii. All other areas – Minimum 60 months <p>All Guarantee/Warranty are applicable from date of supply.</p>
<p>15.</p>	<p>Technical specification: Firm shall supply the material as per the following specifications of latest Edition as applicable:</p> <ol style="list-style-type: none"> A. SCI-049065 REV-K: Procurement Order Specification (POS) for coatings. B. SCI-002083 REV-L: Standard Equipment list Paints. C. SCI-002522 REV-H: Paint – Hull paint and primary protection D. SCI-002525 REV-P: Paint – General plant of placement in paint E. SCI-200002 REV-*: Equipment Definitions file waiver or Modification requests. F. SCI-TTM/0/06/0012 REV-*: ILS Requirements. G. ISO 9001 V2015: Quality Management Systems – Requirements <p>(* - The version of this document is not indicated, the firm have to use latest version received from MDL, for every document & at any time.) Firm shall comply with all the requirements as per latest POS revision & documents at Annexure-4 of POS except for QAP submission.</p>
<p>16.</p>	<p>Technical Assistance: Firm shall depute your Technical Advisor on board at MDL to supervise the surface preparation & paint application without any cost to MDL and shall be providing all the technical assistance for paint application.</p>
<p>17.</p>	<p>Performance Security (Performance Bank Guarantee cum Security Deposit): 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 Enclosure-3 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>Security Deposit will be refunded 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 Security Deposit:</p> <ol style="list-style-type: none"> (i) MDL may at their discretion cancel the order and invoke risk purchase clause. (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 & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter
<p>18.</p>	<p>Integrity Pact:</p>

	Not Applicable
19.	Breach of Obligation clause with respect to Bid submitted: 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, a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
20.	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/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 10% of the undelivered /unfinished portion of the order/ contract.
21.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
22.	JURISDICTION OF COURTS All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
23.	Claims by Firms: No claims by the firms will be entertained after 03 years from date of execution/completion of order.
24.	In case of any technical clarifications, bidder is requested to contact Mr. Dhananjay Mhoite, M(Design), Email Id : dmohite@mazdock.com , Ph No- 02223763739 before the closing date of the tender.

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

Yours Faithfully,

Purchase Executive: Mr. Vishal Kumar
Deputy Manager, Commercial – East Yard
Tel. 022-23762684
Email: vishalkumar@mazdock.com

Enclosures:

- Enclosure-1: Scope of Supply
- Enclosure-2: Rate Sheet format
- Enclosure-3: Performance Security
- Enclosure-4: TEF format
- Enclosure-5: Deviation sheet
- Enclosure-6: List of Banks
- Enclosure-7: Declaration of Local content
- Enclosure-7a: Actual Local content

Scope of Supply for GeM Bid No. GEM/2026/B/7350642

<u>RATE SHEET</u>	<u>RATE SHEET</u>	<u>Qty (Lt)</u>
1	2	3
10	Jotamastic_87_Aluminium Colour: Aluminium Pack size is 17.4 litres	1740
20	Jotamastic_87 Colour: Yellow2 Pack size is 18.7 litres	767
30	Tankguard_412 Colour: Red Pack size is 15 litres	60
40	Tankguard_412 Colour: White Pack size is 15 litres	75
50	Tankguard_Storage Colour: Light Red Pack size is 18.8 litres	75
60	Tankguard_Storage Colour: Red Pack size is 18.8 litres	75
70	Safeguard_Universal_ES Colour: Grey Pack size is 18 litres	342
80	AF_Seaforce90/Seaforce active plus, Colour: Black, Pack size is 20 litres	380
90	AF_Seaforce90/Seaforce active plus, Colour: Light Red, Pack size is 20 litres	280
100	Penguard_Primer Colour: Red Pack size is 20 litres	1120
110	Jotun_Thinner_No._17 Pack size is 20 litres.	1020
120	Jotun_Thinner_No._23 Pack size is 5 litres.	20
130	Jotun_Thinner_No.7 Pack size is 20 litres.	260
140	Barrier, Colour: Grey Pack size is 9 litres	54
150	Antistatic M204 Colour: Black	1

160	PIONER TOPCOAT Colour: SIGNAL BLACK RAL 9004 Pack size is 20 litres	200
170	PIONER TOPCOAT Colour: LEAF GREEN RAL 6002 Pack size is 5 litres	25
180	PIONER TOPCOAT Colour: Green RAL 6021	36
190	PIONER TOPCOAT COLOUR: WHITE RAL 9016 Pack size is 20 litres.	440
200	PIONER TOPCOAT COLOUR: Blue grey RAL 7031 Pack size is 5 litres.	5
210	STEEL MASTER 60/120 INTUMESCENT COLOUR: WHITE Pack size is 20 litres.	120
220	Jotamastic_87 Colour: Black Pack size is 18.7 litres	374
230	Pioner topcoat Colour: Telegrey 1 RAL 7045 Pack size is 5 litres.	5
240	Pioner topcoat Colour: White RAL 9010 Pack size is 5 litres.	5
280	Muki_Z_3000 Colour: Red Pack size is 16 litres	496
290	Jotun_Thinner_No._25 Pack size is 20 litres.	60
300	Jotun Anti-skid Colour: Grey/Dark	3

RATE SHEET FOR GEM BID NO: GEM/2026/B/7350642

<u>RATE SHEET</u>	<u>RATE SHEET</u>	<u>Qty (Lt)</u>	<u>Basic Unit Price (Rs)</u>	<u>Total Basic Price (Rs)</u>	<u>Total Price Including Tax (Rs)</u>	<u>GST %</u>	<u>HSN/SAC Code</u>
1	2	3	4	5	6	7	8
10	Jotamastic_87_Aluminium Colour: Aluminium Pack size is 17.4 litres	1740					
20	Jotamastic_87 Colour: Yellow2 Pack size is 18.7 litres	767					
30	Tankguard_412 Colour: Red Pack size is 15 litres	60					
40	Tankguard_412 Colour: White Pack size is 15 litres	75					
50	Tankguard_Storage Colour: Light Red Pack size is 18.8 litres	75					
60	Tankguard_Storage Colour: Red Pack size is 18.8 litres	75					
70	Safeguard_Universal_ES Colour: Grey Pack size is 18 litres	342					
80	AF_Seaforce90/Seaforce active plus, Colour: Black, Pack size is 20 litres	380					
90	AF_Seaforce90/Seaforce active plus, Colour: Light Red, Pack size is 20 litres	280					
100	Penguard_Primer Colour: Red Pack size is 20 litres	1120					
110	Jotun_Thinner_No._17 Pack size is 20 litres.	1020					
120	Jotun_Thinner_No._23 Pack size is 5 litres.	20					
130	Jotun_Thinner_No.7 Pack size is 20 litres.	260					
140	Barrier, Colour: Grey Pack size is 9 litres	54					
150	Antistatic M204 Colour: Black	1					

160	PIONER TOPCOAT Colour: SIGNAL BLACK RAL 9004 Pack size is 20 litres	200					
170	PIONER TOPCOAT Colour: LEAF GREEN RAL 6002 Pack size is 5 litres	25					
180	PIONER TOPCOAT Colour: Green RAL 6021	36					
190	PIONER TOPCOAT COLOUR: WHITE RAL 9016 Pack size is 20 litres.	440					
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220	Jotamastic_87 Colour: Black Pack size is 18.7 litres	374					
230	Pioner topcoat Colour: Telegrey 1 RAL 7045 Pack size is 5 litres.	5					
240	Pioner topcoat Colour: White RAL 9010 Pack size is 5 litres.	5					
280	Muki_Z_3000 Colour: Red Pack size is 16 litres	496					
290	Jotun_Thinner_No._25 Pack size is 20 litres.	60					
300	Jotun Anti-skid Colour: Grey/Dark	3					

Note: -

1) Bidder is requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.

2) Kindly indicate applicable GST rate with SAC/HSN code.

3) Firm to quote prices inclusive of all taxes & duties through GeM portal only and on not exceeding basis.

Company's Seal

(Signature, Name & Designation)

Date:

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)
TENDER ENQUIRY NO.: GEM/2026/B/7350642

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	Not Applicable
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.		24.	

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-----

DEVIATION FORMAT

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

GEM BID NO.: GEM/2026/B/7350642

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

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

