

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-05-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-05-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Repair and Overhauling Service - Analysis of MISUT - Part No 2P93960 Sr No 27; As per SoW; Yes; Service Provider Premises , Repair and Overhauling Service - Analysis of MISUT - Part No 2P93960 Sr No 43; As per SoW; Yes; Service Provider Premises
अनुबंध अवधि /Contract Period	6 Month(s) 5 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	NAVAL GROUP INDIA PRIVATE LIMITED

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Product Details:[1778062084.pdf](#)

Scope of Work:[1778062088.pdf](#)

Terms and Conditions pertaining to the Bid/Contract:[1778062092.pdf](#)

Repair And Overhauling Service - Analysis Of MISUT - Part No 2P93960 Sr No 27; As Per SoW; Yes; Service Provider Premises (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product Category	Analysis of MISUT - Part No 2P93960 Sr No 27
Product Brand	As per SoW
Spares Required	Yes
Place of Repair/Maintenance	Service Provider Premises
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Product Details	Analysis of MISUT

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Mumbai	1	N/A

Repair And Overhauling Service - Analysis Of MISUT - Part No 2P93960 Sr No 43; As Per SoW; Yes; Service Provider Premises (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product Category	Analysis of MISUT - Part No 2P93960 Sr No 43
Product Brand	As per SoW
Spares Required	Yes
Place of Repair/Maintenance	Service Provider Premises
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Product Details	Analysis of MISUT

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Mumbai	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Mazagon Dock Shipbuilders Limited
(Submarine Division)

Part A

SINGLE TENDER (GeM Bid)

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF 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 supply including services from **Indian Firms**. **This is a Single Nominated Tender on M/s. Naval Group India Pvt. Ltd., Mumbai.**

This is a Single Tender enquiry for nominated vendor and MDL Intimation to Vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

SUBJECT: - Analysis of 02 nos. MISUT of Project P75.

(A) TENDER ENQUIRY FORM:

1.	Description: Analysis of 02 Nos. MISUT of Project P75. The detailed scope of work is attached as Enclosure-1 .
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) / Bid Security: Not Applicable
5.	Submission of offer: - Offer must be submitted through GeM Portal and scanned copies of the below mentioned documents to be attached: a) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s). b) Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at tender (Enclosure-03). c) Bidder to submit signed scanned copy of above complete document with SOW as acceptance. d) Deviation Sheet in the prescribed format (Enclosure-04) in case of any deviations from Terms, Conditions, Tender Enquiry & GCC . e) Bidder to submit their complete Bank details for payment.

	<p>Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: -</p> <p>ckmahato@mazdock.com, kshansda@mazdock.com</p>
6.	<p>Pre-Qualification Documents & Criteria: - Not Applicable</p>
7.	<p>Bid Rejection Criteria:-</p>
	<p>A. Categorical Rejection Criteria The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidder to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening</p> <ol style="list-style-type: none"> a) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL. b) Bid received after tender closing date and time. c) Bid received other than through GeM-portal.
8.	<p>Delivery/completion Period / Contract Period /Completion Schedule: Submission of Defect Analysis report to be done to MDL EY-Stores/PLG-EY within 06 Months from date of placement of order as per SOW (Encl.-01), as tabulated below:</p> <ol style="list-style-type: none"> a) Firm to collect material for repair within 10 days from date of placement of order after submission of FIMBG/Insurance & Indemnity bond. b) Technical Investigation on defects. c) Preparation and delivery of the expertise report, detailing the status of tests performed, the status of the equipment's condition at delivery at NG workshop and the defects identified with the repair solution to restore the comprehensive condition of the equipment. d) According to the results of the expertise, preparation and delivery to MDL of an offer for the performance of the repair solution identified in order to restore the condition of the equipment. e) Firm to provide certificates which contains make, material and model of replaced spares, for new item and spares, as applicable. f) The detailed scope of supply/work is placed at Enclosure-1. g) 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/completion of items in MDL. You are requested to confirm the delivery/completion 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 5.00% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>
9	<p>Free issue Material Bank Guarantee or Indemnity bond and Insurance cover:</p> <p>For carrying out the subject work at Firm's premises/ workshops, the Units/ Sub-Units etc, Items shall be issued by MDL free of any charges. However, all Free Issue Material shall be issued to the Firm only on submission of Bank Guarantee / Insurance cover & Indemnity bond as per format at Enclosure-7 from list of banks approved by SBI/Canara Bank published on MDL website, for value of 2 Nos. MISUT is Euros 100000 (Rs. 1,09,91,000, 1 Euro = Rs. 109.91 as on 21.04.2026) (One Crore Nine Lakhs and Ninety One Thousand only.) Bank Guarantee / Insurance cover & Indemnity bond to be submitted before collection of items from MDL and shall be valid till delivery of material at MDL Premises. The Bank Guarantee shall be extended till completion and delivery of repaired items in MDL.</p> <p>Note:- Firm to collect repairable item from MDL upon submission of FIMBG with 10 days from date of placement of order.</p>

10	<p>Inspection: Work Completion certificate (SAP) will be certified by Planning (executive in the rank of CM and above) upon submission of CoC/Analysis report to Planning / MDL Store-EY.</p>
11	<p>Guarantee/ Warranty: Not Applicable</p>
12	<p>Performance Security (Performance Bank Guarantee cum Security Deposit):</p> <p>i) The bidder shall submit Performance Security (Performance Bank Guarantee (PBG) cum Security Deposit (SD)) for an amount of 5 % of the value of the contract (excluding taxes & duties) as per Enclosure-6 for a period of delivery period+ warranty period+2 months claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.</p> <p>ii) Performance security may be furnished 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.</p> <p>iii) In cases if the supplier / contractor has not submitted the Performance security and already commenced supply / services, Performance security will be withheld from his bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.</p> <p>iv) Performance Security is to be furnished 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>v) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.</p> <p>vi) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performing and completing the contract in all respects.</p> <p>vii) No exemption will be granted to any unit including MSME, SSI units and MDL Registered suppliers.</p> <p>viii) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.</p> <p>ix) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.</p> <p>Contractor / Supplier / Vendor will be required to submit Performance Security (Performance Bank Guarantee cum Security Deposit), through either of following means at the time of delivery:</p> <p>a) By remitting equivalent amount in MDL's Bank Account and submit the proof of payment —or b) By submission of Bank Guarantee from list of bank of international repute approved by SBI / Canara Bank published on MDL website (Refer Enclosure 5 for list of approved banks) in the MDL prescribed format as per the Enclosure 8.</p> <p>— MDL bank details are as follows:</p> <p>i) For inward remittance of any inland deposit or any amount for BG in INR etc, the following bank A/c is to be used. State Bank of India Mazagaon Dock Branch, Mumbai-400010 A/c no.: 10005255246 — IFSC: SBIN0009054</p>

13.	<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) 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>
14.	<p>Terms of Payment:</p> <p>No Advance payment allowed.</p> <p>Payments shall be made to the seller 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.</p> <p>b) Work Completion Certificate/acceptance report signed by MDL (Planning-EY) executive of rank minimum CM or above level indicating LD after successful completion of Repair work.</p> <p>c) Copy of Performance security submitted by firm.</p> <p>Note: - In case Performance security is not submitted by firm equivalent amount will be retained till completion of warranty obligations, <i>along with interest will be charged as per tender SLA cl #12.</i></p>
15.	<p>Liquidated Damages:</p> <p>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 5.00% 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>
16.	<p><u>Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u></p> <p>GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidder from a country which shares a land border with India. Accordingly, following shall be complied by the Bidder while submitting bid.</p> <p>A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.</p> <p>B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). <u>The Bidder shall submit declaration / certificate as per Annexure “C” towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</u> Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.</p> <p>C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.</p> <p>D) This order will not be applicable for cases stipulated in the Order (Public Procurement</p>

No.4) (as amended from time to time).

E) ~~"Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.~~

F) ~~"Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means~~

~~a) An entity incorporated, established or registered in such a country; or~~

~~b) A subsidiary of an entity incorporated, established or registered in such a country; or~~

~~c) An entity substantially controlled through entities incorporated, established or registered in such a country; or~~

~~d) An entity whose beneficial owner is situated in such a country; or~~

~~e) An Indian (or other) agent of such an entity; or~~

~~f) A natural person who is a citizen of such a country; or~~

~~g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above~~

Note: ~~"Beneficial owner" for the purpose of above paragraph (C) will be as under:~~

~~i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.~~

Explanation-

~~a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five per cent of shares or capital or profits of the company;~~

~~b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;~~

~~G) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;~~

~~H) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;~~

~~I) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;~~

~~J) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.~~

~~K) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.~~

~~L) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.~~

	<p>M) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>To be included in Liabe for Rejection Clause Bidder not furnishing declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents.</p>
17.	<p>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,</p> <p style="padding-left: 40px;">a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</p> <p style="padding-left: 40px;">b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</p>
18.	<p>MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.</p>
19.	<p>In case of any technical clarifications, bidder is requested to contact Mr. Chunesht Kr. Mahato, Email Id: ckmahato@mazdock.com, Ph. No. - 022 2376-3605 before the closing date of the tender.</p> <p>We look forward to receive your most competitive and reasonable offer against this tender.</p>

Yours Faithfully,

Purchase Executive: Mr. Kunwar Singh Hansda
 Manager, Commercial – East Yard
 Tel. 022-2376-2605
 Email: kshansda@mazdock.com

Enclosures

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate Sheet format

Enclosure-3: TEF Acceptance format

Enclosure-4: Deviation sheet format

Enclosure-5 & 5a: Declaration of Local content

~~Enclosure-6: Format of Performance Bank Guarantee cum security~~

Enclosure-7: Proforma for Free Issue Material Bank Guarantee

SCOPE OF WORK FOR ANALYSIS OF 02 NOS. MISUT OF PROJECT P75

Ref. No: EY/PLG/MAT-R/MISUT's

Date: 07.04.2026

REVISED SCOPE OF WORK FOR INVESTIGATION / EXPERTISE OF 02 NOS MISUT'S.

1. Mechanical / Electrical and functional check on test platform to identify precisely the defects
2. Technical investigation on defects.
3. Preparation and delivery of the expertise report, detailing the status of tests performed, the status of the equipment's condition at delivery at NG workshop and the defects identified with the repair solution to restore the comprehensive condition of the equipment.
4. According to the results of the expertise, preparation and delivery to MDL of an offer for the performance of the repair solution identified in order to restore the condition of the equipment.
5. Item will be remains at vendor's premises till expert analysis and repair, however in case any item declared BER, same to be return to MDL without additional cost to MDL.
6. Transportation of the items from MDL to NG, France will be in NG, India's scope.
7. Transportation, custom clearance and custom duty will be paid as per actual by MDL. NGL will submit the invoice for the same.
8. Delivery date: - 6 months from the date of items reached at firm's premises.
9. Contract date: - 12 months.

RATE SHEET

Sr No.	Description	Qty	Unit	HSN/ SAC Code	Unit Rate (INR)	GST %	Total Cost (INR)
1	Analysis of MISUT Sr. No. 27	01	Nos				
2	Analysis of MISUT Sr. No. 43	01	Nos				


DM (Planning-EY)
चुनेश कुमार महतो
CHUNESH KUMAR MAHATO
उप प्रबंधक (योजना-पूर्व खंड)
DEPUTY MANAGER (PLG-EY)
माझागॉन डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

RATE SHEET

Sub: Analysis of 02 Nos. MISUT of Project P75.

Sr. No.	Item Description	Qty (Nos)	Basic unit Price (Rs)	Total basic Cost (Rs)	Unit price inclusive of taxes & duties (Rs)	Total price inclusive of taxes & duties (Rs)	HSN Code
10	Analysis of MISUT Part No: 2P93960 Sr. No: 27	1.00					
20	Analysis of MISUT Part No: 2P93960 Sr. No: 43	1.00					
Total Price in Figures (Rs)							
Total Price in Words (Rs)							

Note: -

Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis. Break up for the same to be shared post price bid opening. GST will be paid at actuals on non-exceeding basis.

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/7446507

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.	Not applicable
10.		11.		12.	
13.		14.		15.	
16.	Not Applicable	17.		18.	
19.					

COMPANY'S NAME & ADDRESS :

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

NOTES:

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

TENDER ENQUIRY NO.: GEM/2026/B/7446507

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:

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 duty 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
(Tender value Less than Rs 10 Crores)

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

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.~~

Proforma for Free Issue Material Bank Guarantee

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

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 placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, 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 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 Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company 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 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 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 Company 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 Company from time to time or to postpone for any time to time any of the powers exercisable by the Company 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 Company or any indulgence by the Company 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 agrees that the Bank's liability under this guarantee shall not be affected by any change in the constitution 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 + ---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. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.