

	MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly MAZAGON DOCK LIMITED) (A Government of India Undertaking) Dockyard Road, Mazagon, Mumbai 400 010. INDIA Certified – ISO 9001:2008 For Shipbuilding Division	
	DIVISION - SHIP BUILDING	DEPARTMENT - MATERIAL PURCHASE
Tel. No.: (022) 23763408, 23763254	Fax No.: (022) 2373 8151	
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PRESS TENDER ENQUIRY IN TWO BID SYSTEM FOR PURCHASE OF PROJECTS PAINTS FROM INDIAN BIDDERS

TENDER NO.	TENDER DATE	CLOSING DATE & TIME	EMD
GM(M)/AM/2000006694	16.06..2017	18.07.2017 AT 1400 Hrs	Rs. 76200.00

1. Introduction:

Dear Sir / Madam,

Mazagon Dock Shipbuilders Limited (MDL) invites competitive online bids from reputed bidders in two-bid system (part- I techno commercial bid and part –II price bid) for the supply of paints for Project viz P15B & P17A on MDL's e-procurement portal <http://eprocuremdl.nic.in>

The Tender Enquiry can be downloaded from our website: <http://eprocuremdl.nic.in/> www.mazdock.com (path:Tenders>>Shipbuilding>>Material Purchase>>Tender Document) and from CPP Portal.

Note: This tender is to be filed through E-tendering only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

2 Instructions to the Bidders for uploading the Tender through E-Procurement Portal:

(a) Official service provider for the website is:

NIC,
Contact Person: Mr. AKSHAY,
E-mail: eproc-support@gov.in
Office Ph. No.: 0120-4200462, 0120-4001002, Ph. No.: 022-23763256
MDL Coordinator: 022 2376 3251

(b) Pre-requisites for up-loading the Techno-Commercial Bid:

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and Uploading the techno commercial offer from our website <http://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider M/s. NIC.

(d) To ensure availability of above prerequisite is bidder's responsibility:

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.

- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender shall be intimated to M/s. NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

(e) Special instructions to Bidders for online bidding:

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

(f) Bidders to participate in on-line bidding:

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class III DSC (Digital Signature Certificate) for secured bidding

Note: In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider atleast 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the HOD (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

3 Pre-Qualification Documents & Criteria: Bidders should upload following documents along with their (Part-I) bid online & based on these documents their techno commercial offer will be pre-qualified & evaluated for acceptance of part-I offer.

- (a) Bidders Company Profile.
- (b) Bidders Shop & Establishment Registration Certificate / Factory License / Registration certificate from local bodies for conducting business.
- (c) Audited / Certified Balance sheet, Profit / Loss account for past 3 years.
- (d) Purchase Order copies in support of the bidders experience and past performance on similar supplies during last 3 years.
- (e) Bidder's average turnover during last 3 years should be at least Rs.19.03 Lakh. If any cash transaction is included in turnover (Statement of Profit & Loss), the same will not be considered for turnover value.
- (f) Value of similar supplies during last 3 years should not be less than Rs 19.03 Lakh. (Order copies to be appended).
- (g) MDL registered bidders need not upload the documents mentioned at i), ii) & iii) above. However Documents mentioned at v) & vi) are mandatory for every bidder. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.
- (h) Copies of valid registration of approval certificate in case of bidders firms registered with NSIC/SSI/MSME/ISO certificate.

Note:

MDL reserves the right to demand for a hardcopy of any of the above documents or other related documents, if required. MDL has the right to verify / cause verification of authenticity of the said documents whenever felt necessary. Bidders shall comply with the same, or else the bid is liable for

rejection.MDL reserve the right to verify the authenticity of declared information for UAN registration including gross Block of fixed asset for ascertaining the status of MSE.

4 Technical Specification & Scope of supply:

(a) **Epoxy Red oxide, Primer (19102042)** i.e Sr. No (i) below : Suppliers/Bidders shall supply the material along with the Manufacturer’s Test Certificate and Inspection Report / Release Note from DQA(N) (Inspection Officer CQAE(NS)) confirming the NCD 1435 section 7- Table 1- Sr No 2 to 6 and 8 to 11.

(b) **All other Paints:** (Other than Red Oxide i.e (ii) to (ix) below : Bidder shall supply the paints along with the Manufacturer’s Test Certificate and Test certificates from any Govt. approved laboratory /IIT/UICT/VJTI for the test of parameters mentioned in DS catalogue.

(c) **Certification for the quoted Solid Volume Ratio (SVR) for all paints excluding thinners :** The bidder to submit the Test certificate from Govt Approved Lab for the quoted “Solid Volume Ratio in percentage” for all the paints under supply.

S.No	Material Description	Unit	Qty
i)	Primer Epoxy Red Oxide, NCD1435, Material Code (19102042)	Litre	30200
ii)	Thinner, Compatible for Primer Epoxy Red Oxide, NCD 1435 Material Code (19104041)	Litre	5240
iii)	PAINT, RFU ZINC CHROMATE, YELLOW PRIMER, IS 1874-1992, PATT. NO. 0442/220-1344, DS CAT. NO. 8010-000113. Material Code (19101213)	Litre	9800
iv)	THINNER, FOR SHOPCOAT PRIMER, NON EPOXY TYPE Material Code (19104001)	Litre	2080
v)	PAINT, RFU FINISHING FIRE RETARDANT, BS WHITE, SPECIFICATION JSS-3-47-05, PATT. NO. 0442/942/1193, DS CAT NO. 8010-000212 Material Code (19101201)	Litre	8600
vi)	PAINT, RFU FINISHING, INTERIOR DECK AND DADOES M.B. GREEN, SPECN. JSS8010-6, DS CAT. NO. 8010-000299, SHADE IS 226. Material Code (19101209)	Litre	1600
vii)	PRIMER, WASH PRIMER BASE (PRE TREATMENT PRIMER) WITH CATALYST (ACCELERATOR), DS CAT No. 8010-000116/N 8010-000117 Material Code (19102041)	Litre	1200
viii)	THINNER, FOR ETCH PRIMER, N-BUTANOL, IS-361 (BS-508) Material Code (19104031)	Litre	240
ix)	PAINT, PRIMING BRUSHING COAL TAR EPOXY BLACK, SPECN. NCD 1416, REVISION-I OF 1992 WITH AMENDMENTS PATT. NO. 0442/220-5754, DS CAT. NO. 8010-000618. Material Code (19101215)	Litre	100

5. Earnest Money Deposit (EMD) / BID BOND:

(a) Bidders shall furnish **EMD for Rs. 76200/- (Rupees Seventy Six Thousand Two Hundred only)** in the form of Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or Electronic payment through NEFT/RTGS to MDL’s account. The MDL bank details are given below. The Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. The above instrument should be drawn on reputed International / Nationalised / Scheduled Banks excluding co-operative banks, payable at Mumbai and should essentially be uploaded in the Part-I viz. Techno Commercial Bid. Bids / Offers without EMD will not be considered.

(b) The scanned image of ECS transaction receipt/ BG towards Earnest Money Deposit (EMD) / BID BOND shall be uploaded.

(c) In case, the Bank Guarantee for EMD is received by post directly from the issuing Bank, separate confirmation of the BG is not necessary. Hence Bidder shall instruct the Bank accordingly. Otherwise the Bank Guarantee will be realized only after receipt of confirmation of the BG from the Bank on the request of

MDL. Hence to avoid the time for confirmation of Bank Guarantees the bidders may inform their bankers to send the respective Bank Guarantees directly to MDL so as to reach within Seven days from the tender closing date

- (d) The original of the BG towards Earnest Money Deposit (EMD) / BID BOND shall be forwarded to GM (M), in sealed envelope, super scribing Tender Enquiry No. and Due date, so as to reach within 7 MDL working days from tender closing date, addressed to,

**GM (Material),
II FLOOR, MOGUL HOUSE,
SOUTH YARD
MAZAGON DOCK SHIPBUILDERS LTD,
DOCKYARD ROAD, MUMBAI- 400010.**

- (e) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. MDL's Bank Details are as under:

BANK DETAILS OF SBI MAZAGON BRANCH	
BENEFICIARY'S NAME	MAZAGON DOCK SHIPBUILDERS LIMITED
NAME OF BANK	STATE BANK OF INDIA
BRANCH	MAZAGAON BRANCH
BR CODE	9054
BANK ADDRESS	MAZAGON BRANCH, MAZAGAON, MUMBAI 400010
ACCOUNT NO	10005255246
ACCOUNT TYPE	CURRENT ACCOUNT
IFSC CODE	SBIN0009054
RTGS CODE	SBIN0009054
NEFT CODE	SBIN0009054
MICR/NECS CODE	400002120
INCOME TAX PAN NO.	AAACM8029J

- (f) Exemption from submission of EMD/Bid Bond: Following bidders shall be exempt from submission of EMD:
- (i) State & central Government of India departments, Public sector Undertakings.
 - (ii) Firms registered with Mazagon Dock Shipbuilders Limited (MDL) for the items for which the offer is being submitted. To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in process of obtaining MDL registration will not be considered for EMD exemption.
 - (iii) Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items /services for which they are registered with NSIC). To qualify for EMD exemption, Firms should necessarily upload VALID copy of the registration certificate issued by NSIC in part-I offer / Bid. Firms in process of obtaining NSIC registration will not be considered for EMD exemption.
 - (iv) All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.

6 Validity Period: Bids / Offers shall have the validity period **of 90 days** from the tender closing date. A bid valid for a shorter period will be liable for rejection. In case of shorter validity period quoted by any bidder, technically accepted bidder will be given opportunity to accept validity as per tender. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.

7 On line submission of bids in two - bid system: Offer must be uploaded in two parts i.e. Part-I (Tech-Commercial bid) & Part-II (Price bid) through e-tendering system. Bidders are requested to log on to our e-procurement portal "<http://eprocuremdl.nic.in>" for on-line submission of bids against above tender.

(a) Part-I Techno Commercial Bid:

It shall contain the technical details, commercial terms/conditions of supply(without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING

PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form(TEF), General Terms & Conditions(GT&C) and Standard Terms & Conditions(STACS), with details of deviations on technical/commercial terms if any and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification as relevant at Part-I of e-tender in pdf format against our Tender Technical Specifications.

Following should be uploaded:

- i) Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached. With mentioning technical description of items/make/brand being offered along with compliance statement.
- ii) Acceptance on clauses of Tender Enquiry, GT&C and STACS in the Prescribed Formats duly stating 'Accepted OR Deviation' as applicable for each of the clause.
- iii) A standard Blank BoQ(Blank Rate Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit necessary details, such as Taxes, other charges, Brand offered etc. in the format provided and no other format is acceptable. Bidders are required to download the Blank BoQ file, open it and complete the coloured (unprotected) cells with their respective above details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. The rate & price shall not be quoted in BOQ.
- iv) Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry and GT&C.
- v) Bidders / Suppliers not registered with Mazagon Dock Limited should upload the additional documents as applicable and described above.
- vi) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC/MSME ISO shall be uploaded on line. Enterprise status (If Any) to be indicated in part-I (Mini/Micro/Small)
- vii) Bank details for payment by RTGS / NEFT in the format to be uploaded.
- viii) Scanned copy of certificates (if any) as detailed below:
 - a) ISO Accreditation.
 - b) Authorized Dealership/OEM.
 - c) Authorization letter from Principal.
 - d) Scanned image of PAN card shall be uploaded
 - e) Registration with MDL, NSIC, MSME
 - f) PO Copy in support of the bidders experience on similar supplies for past 3 Yrs.

(b) Part-II Price Bid:

- i) A standard BOQ (Rate Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the while colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- ii) Please refer replica of rate sheet at Enclosure- 2 for reference only.
- iii) In the event ,we do not receive the acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACS), Statutory requirements, Official Secret Act 1923 & Safety clause, it shall be presumed that all the tender terms & conditions are acceptable to you.

8 Bid Rejection Criteria:

- a) Following bids shall be categorically rejected;
 - i) Bids received in any other form other than e-procurement format.

- ii) Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.
 - iii) If the date of online payment / date of issue of BG towards EMD is later than the tender closing date.
 - iv) Bids received after tender closing date & time.
- b) Following bid rejection criteria shall also render the bids Liable for Rejection.
- i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the bid.
 - ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - iii) Bids with technical requirements and or terms not acceptable to MDL.
 - iv) Bids received without pre-qualification documents / Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - v) Unreasonably longer delivery period quoted by the firm.
 - vi) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - vii) Bidders not agreeing to furnish & Guarantee / Warranty obligations.
 - viii) Bidders not agreeing to furnish required Security Deposit till validity as mentioned in the tender.
 - ix) Bidders not submitting original instrument of BG within 7 MDL Working Days from the Tender Closing Date and Time / Bidders not uploading scanned image of EMD payment details made online other than those who are exempted from payment of EMD, as specified in the tender.
 - x) Bidders quoting Custom Duty, Excise Duty & Octroi Charges as extra and not willing to accept Custom Duty, Excise Duty & Octroi Duty Exemption Certificates issued by IN/WOT.
 - xi) Bid offering Price variation clause.
 - xii) Bidders not agreeing to furnish required Security Deposit as per tender term.
 - xiii) MSE bidders fail to submit documents / declared for UAN registration / declaration in found wrongly.
 - xiv) Bidders not agreed to give post sale product support/replacement of defective material.

9 Pricing:

- a) Bidders shall quote the prices of items listed in the online price bid sheet of the tender enquiry for delivery of the items in MDL stores on door delivery basis inclusive of all cost towards packing/forwarding/ frigate / delivery/ transport & transits insurance etc at MDL Mumbai-10 The prices quoted shall remain firm and fixed during the currency of the order / till the execution of the total quantity on the order unless agreed otherwise by MDL. No increase shall be permissible on any account after finalisation of the order / till delivery of total quantity of the order.
- b) In case of any discrepancy in the Blank Rate Schedule Format and actual On-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format for ranking and evaluation purpose.
- c) Unloading of the material at MDL Stores to be done by the firm. The facilities for unloading to be arranged by the firm.

10 Terms of Payment:

- a) MDL does not pay any advance payment for indigenous FOR bidders.
- b) Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, Octroi, service tax etc. shall be made through RTGS /NEFT between 25 to 30 days after receipt and acceptance of the items as per the ordered terms in MDL against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no, MICR No, in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry.
- c) Payment shall be made as per actual quantity received and accepted. The bills to be addressed to CM (F - NP), 3rd floor, Mazdock House, MDL, dockyard road, Mumbai -10 and should be submitted at Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai:- 400010.

Note: Invoice with delivery challan (having CISF stamp in entering) should be submitted immediately within 2 to 3 working days in MDL after execution of order. Thereafter any discrepancy / pending claims regarding payment or any matter related to the order should be brought to MDL notice in writing within 30 days otherwise final payment by MDL, beyond which no claims will be entertained.

11 Delivery:

- (a) The details of each type of paint with specification, quantity and its respective lot wise delivery dates are as under:

Sr No	Item Description	Total Qty in Litre	Qty and Delivery Date		Remarks
i)	PRIMER, EPOXY RED OXIDE, NCD1435. Material Code 19102042	30200	14500	8 weeks from the placement of order. Tentative date is 30.09.17	The entire paint quantity is intended be used on two Naval Projects P17A as well as P15B ships. Therefore purchase order will be issued indicating the required quantity of respective ships. Although the manufacturing of the paints may be done common, the inspection report /Release note duly signed by CQAE and Test certificate from Govt. approved lab shall be submitted separately for each ship as per purchase order. Tentative yard wise break up is given at Annexure-1
			12100	30.11.17	
			3600	28.02.18	
ii)	Thinner Compatible for Primer-Epoxy. Material Code 19104041	5240	2300	8 weeks from the placement of order. Tentative date is 30.09.17	
			2320	30.11.17	
			620	28.02.18	
iii)	Zinc Chromate Yellow Primer. Material Code 19101213	9800	4400	30.08.17	
			2700	30.11.17	
			2700	28.02.18	
iv)	Non Epoxy Thinner. Zinc Chromate Thinner., Material Code 19104001	2080	1100	30.08.17	
			500	30.11.17	
			480	28.02.18	
v)	FR White, Material Code 19101201	8600	3600	30.08.17	
			2500	30.11.17	
			2500	28.02.18	
vi)	Deck Green, Material Code 19101209	1600	800	30.08.17	
			400	30.11.17	
			400	28.02.18	
vii)	Primer, Wash Primer, Base Treatment. Material Code 19102041	1200	600	30.08.17	
			300	30.11.17	
			300	28.02.18	
viii)	Thinner, for each Primer, N-Butanol. Materiel Code 19104031	240	240	30.08.17	
ix)	Paint, Priming Brushing Coal Tar Epoxy, Material Code 19101215	100	100	30.08.17	

Note: Firm to dispatch 2nd & 3rd lot of paints with prior intimation/confirmation from the MDL.

- (c) **Consignee:** The Successful bidder/s shall supply the material on door delivery basis to Stores at MDL Anik Chembur Yard, Kurla Mahul Road, Opposite to BPCL, Next to Dilip Vensarkar Cricket Academy. Pin 400074 on Working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case Truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.
- (d) **Mandatory Documents/Certificates required along with the delivery of the paint:** Complete set of Manufacturer's test certificates and the certificate from Govt approved laboratory, Inspection report/ release notes from CQAE must be submitted along with the paints/primer/thinners delivered to MDL Stores. The certificates should properly correlate with batch and other particulars of paints/primers/thinners delivered to MDL Stores.

- i) Delivery Challan (3 Original Copies)
- ii) Invoice (1 ink signed copy / carbon copy)
- iii) Order copy and Amendment copy if applicable (Photo Copy)
- iv) Packing List (Original)
- v) CQAE inspection report and Release Note for the paint duly inspected by CQAE for tender item No I only.
- vi) Test Certificates from Govt approved Laboratory.
- vii) Manufacturer's Test Certificates.

(e) **Packing:** The paint drums shall indicate the PO No & Date, Batch No and Expiry date. The same shall be painted or a sticker shall be pasted on the drum indicating the same.

Note: Supply of the paint on MDL Holidays: Request for permission for delivery on Saturday / Sunday/ holidays if required, should be submitted 3 working days prior to the date of holidays

12 Guarantee / Warranty/ Shelf Life/ Sample Testing:

- a) The material supplied shall have a shelf life of minimum 12 months from the date of supply and shall be guaranteed for a minimum period of 12months for manufacturing defects from the date of acceptance by MDL.
- b) The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.
- c) The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
- d) If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
- e) **Shelf Life of Paint:** The paints should retain their properties described in the specification for a period of not less than 12 months from the date of dispatch, both in temperate and tropical climate. The date of expiry should be worked out from the date of dispatch of the supply and not from the date of manufacturing. Hence, the gap between the date of manufacturing and the date of supply should not be more than three months. Whereas in case of paints, keeping properties below 12 (Twelve) months (i.e. 6 to 9 months only in case of those paints, as stipulated in specifications) these gaps should not be more than 1 (One) month.
- f) **Sample Testing:** MDL on receipt of the paints may send the sample for testing to a govt. approved laboratory for ascertaining the specified parameter as indicated and quoted by you in your bid viz. respective minimum coverage capacity, specific gravity, Solid/Volume ratio and other technical details as mentioned in our Tender & confirmed in your offer. In case, it is observed that the supplied paints does not have meet any of specified parameters; MDL reserves the right to reject the paint, wholly or partly, at the sole discretion of MDL. MDL, also reserves the right to recover from the paint manufacturer suitable compensations for the damages and / the expenses incurred in painting the surfaces for which the primer and the paint was used. In case, MDL wants to replace the rejected /defective primer or paint, the manufacturer shall immediately replace the same at their cost. Such, three repeated rejections may likely to lead to cancellation of contract and black listing of the firm. No request for proportionate increase in price will be considered if actual coverage capacity of the supplied paints is found to be on higher side than the minimum coverage capacity indicated in the tender/offer.

13 Tolerance: 2% of Quantity tolerance is permitted in respect of supplied material, due to standard packing of material, if any.

14 Inspection:

a) **Primer, Epoxy Red Oxide Sr. No (i) : DQAN(N)/Inspection Officer CQAE(NS)**

- i) **Inspection Authority:** DQA(N) / Inspection officer CQAE(NS) confirming to specifications as laid down in NCD 1435 SECTION 7- TABLE 1- Sr No 2 to 6 and 8 to 11 along with delivery of every batch. Certification by CQAE with the due Inspection Report and Release Note.
- ii) **Manufacturer's Test Certificate:** Supplier shall also submit the manufacturer's Test Certificate for the paint confirming to specifications as laid down in NCD 1435 SECTION 7- TABLE 1- Sr No 2 to 6 and 8 to 11 along with delivery of every batch.

Note: CQAE inspection and obtaining certificates/ release notes shall be the complete responsibility of the bidder & no deviation of whatever kind of nature will be provided in this regard.

- c) **Other Paints Sr. No (ii) to (ix) :** Bidder shall supply the paints with manufacturer's Test Certificates and Test Certificates from Govt approved laboratory, IIT / UICT /VJTI for the parameters mentioned in DS catalogue with every batch.
- d) **Certification of quoted Solid Volume Ratio (SVR):** Bidders shall submit the certification from Govt approved laboratory for quoted Solid Volume Ratio (SVR) of the paint.
- e) **Receipt Inspection for all paints under supply:** MDL Inspection Section / WOT shall carry out necessary inspection of the items on receipt in MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team / WOT against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- f) **Rejection of the material:** Any portion of the material found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

15 Security Deposit (SD):

- a) The successful bidder shall have to submit Security Deposit for an amount of 5% of the Order / Contract excluding taxes, duties, freight etc. in the form of Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or Electronic payment through NEFT/RTGS to MDL's account. ECS / Bank Guarantee should be from reputed International / Nationalised / Scheduled Banks excluding co-operative banks. The ECS transaction receipt/ BG towards Security Deposit (SD) / BID BOND shall be forwarded to GM (M), in sealed envelope, so as to reach within 25 MDL working days from date of Order. No interest will be paid on Security Deposit. The SDBG shall be in the prescribed format as given in the Annexure.
- b) In case of delay in submission of Security Deposit, interest will be levied at the rate of SBI PLR + 2% for the delayed period.
- c) Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status like registration with MDL, NSIC, SSI, etc. PSU can submit Indemnity Bond in lieu of Security Deposit.
- d) In case of failure to submit Security Deposit within 25 days from the date of order placement, EMD submitted will be encashed and risk purchase clause would be invoked.
- e) The Security Deposit will be returned only after successful execution of the order and shall be interest free.
- f) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

16 Liquidated Damages: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 5% of the order value for the undelivered portion.

17 Taxes & Duties:

- a) Bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately as shown in the price bid online.

- b) The items-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- c) Suppliers / bidder will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.
- d) The following certificates will be issued for the items against this tender:
 - i) Excise Duty Exemption Certificate.
 - ii) Octroi Duty Exemption Certificate
 - iii) Issue of "C" Form w. r. t. Sales Tax
(In case if bidders decline to accept exemption certificates towards as mentioned above and the same being applicable, then all these duties shall be loaded on the price for the price for the purpose of ranking.)
- e) Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract. Only those bidders who indicate the taxes & duties separately shall be entitled for consideration of change in the corresponding rate in case of variation in statutory levies.
- f) Taxes & Duties will not be reimbursed wherever exemption certificates are issued by MDL.
- g) Issue of Octroi Duty Exemption Certificate (ODEC): Octroi Exemption certificate will be issued by MDL. However, the local bidders within Mumbai municipal limits should indicate in their part -I offer the location (outside Mumbai) from where the ordered material will be supplied. The local bidders to confirm the acceptability of the ODEC at relevant Octroi Nakas. In case the Octroi Duty Exemption Certificate is not acceptable to Octroi Nakas, supplier will have to pay Octroi Duty which shall not be reimbursed by MDL and the refund will have to be claimed from Octroi / Municipal authorities directly by them.
- h) Issue of Excise Duty Exemption Certificate (EDEC): Excise Duty Exemption Certificate (EDEC) will be issued to the principal suppliers (on whom the order is to be placed).
 - i) Since the EDEC is to be issued by Naval authority, the receipt/issue of EDEC to take approx. 2-3 weeks time.
 - ii) The supplier should certify that items for which the EDECs obtained have been made use of fully & wholly for the warship construction for which the EDEC is sought. The delivery Challans/relevant bill for the supplies is to be accompanied by Excise Gate Pass/Declaration to enable verification.
- i) No claim for MODVAT benefit is acceptable.
- j) Issue of 'C' Form for Outstation vendor : Outstation vendors are to submit their requisition for 'C' Form in respect to the supplies made to MDL immediately on completion of a quarter as indicated in PO in initially in form of a statement containing Invoice No., Date of Invoice, MDL PO No., Value of Invoice, Consignment Note/LR No.
 - i) On receipt of such initial requisition, MDL Taxation cell will apply online for 'C' Form for the previous quarter and therefore vendor must give such initial requisition on or before 10 days of completion of every quarter. MDL may not be in a position to arrange for 'C' Form in case vendor fails to comply to this requirement.
 - ii) However, 'C' Form will be issued to vendors only after receipt of ink-singed invoices along with copy of LR/ consignment note from the respective vendors.

18 Criteria for normalizing the Price Bid for ranking: Techno-Commercial deviations will be negotiated with the firms before opening of price bids. Techno-Commercial deviations if acceptable to MDL, will be loaded as per loading criteria illustrated below for ranking purpose.

Loading Criteria: Deviations sought by the bidder shall be negotiated and deviation accepted by the bidders after the negotiation in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. The loading criteria that will be adopted as detailed below for the negotiated and accepted deviation by MDL:

- a) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation
- b) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL. The freight and insurance amount to be loaded will be intimated to the participant bidders before price bid opening.
- c) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- d) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
- e) Statutory levies (VAT / CST, Excise Duty, Education Cess, Octroi Duty) shall be included for ranking of bids to determine L-1 vendor. Whereas cost (Basic Price + Transport + Insurance) to MDL Stores, Mumbai shall be considered for bidders for evaluation purpose.
- f) Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof.

19 Ranking of bids & Determination of L1 Bidder:

a) Ranking of price bids shall be done on the basis of “Exclusive of taxes, duties and levies” on individual item wise basis i. e. Statutory levies (Customs Duty, Excise Duty, Education Cess, VAT / CST, Octroi Duty) shall be excluded for ranking of bids to determine L-1 vendor.

b) Item No (i,iii,v,vi,vii,ix): The ranking of the bids will be done “ITEM WISE” as per the below formula. The Techno-Commercially Qualified firm having ITEM WISE lowest of the below ratio will be considered for placement of order for that particular item.

- (i) Rate per Litre (Exclusive of Taxes, duties & levies) = R
- (ii) Solid volume ratio in %= SVR
- (iii) L1 Bidders = Lowest R/SVR

Note: MDL reserve the right verify SVR% quoted by bidder after the delivery of paints. If it is observed that on verification there is deviation to quoted v/s actual received (% of SVR), the entire lot of paints will be rejected and the supplier has to replace the rejected paints with fresh lot along with Govt Lab report at bidder’s cost.

- c) Item No (ii,iv,& viii) (For Thinner) : Techno-Commercially Qualified ITEM WISE Lowest Bidder (Exclusive of Taxes, duties & levies) As taxes, duties and levies are excluded for the purpose of ranking of bids, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies.
- d) If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be given the opportunity so that the procurement is competitive.
- e) While L-1 bidder shall be decided based on above, MDL may endeavor that negotiated price of L1 bidder is also competitive in Landed cost on cash outgo basis.
- f) Techno-commercially qualified lowest bidder will be considered for further processing.
- g) Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.
- h) In the above case adjudged L1 bidder has to reduce their basic rate to make the R/SVR ratio

Competitive. No increase in SVR will be allowed.

Note: On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However the L1 bidder will be evaluated offline by applying all applicable loading parameters and clarifications/clarifications during techno-commercial scrutiny /TNC meeting as mentioned in the tender document

- 20 Freak Low Quotes:** If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% and difference between basic rates of L1 & L2 bidder is more than 30% then such quote is to be treated as freak low quote. In case of freak low scenario, MDL reserves the right to place full/part order on the firm. However the firm will have to give additional BG up to the value of difference between L1 & L2 prices, before release of PO, as an additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.
- 21 Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order . Bidders will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is decrease in taxes, the same must be passed on to MDL.
- 22 Risk Purchase & Order Cancellation:** In case of delay beyond 02 weeks from the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
- 23 Option Clause:** MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. Further MDL also reserves the right to consider placement of Order, in part or in full, against the tendered quantity.
- 24 Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only.
- 25** The contract will be governed by STACS and General Terms and Conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C. In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form (TEF), General Terms and Conditions (GT&C) & Standard Terms and Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to bidder.
- 26 Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 6th floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His telephone No. is (022) 23762121 / (022) 23759793.
- 27** Bidders intending to witness the Tender opening shall log on to <http://mdl.eproc.in> using digital signatures for witnessing the opening.
- 28** MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- 29 Compliance of GST:** Goods and service Tax (GST) act likely to be implemented w.e.f. 1st July 2017 onwards across India. Accordingly strict compliance of the GST provisions shall be the responsibility of bidders in terms of uploading the sale invoices in GST portal, invoice mapping, Bill passing cycle, e-way bills, payment of tax and filling of returns, change in laws, Anti profiteering law etc.

For Information to bidders:

- a) MDL's Provisional GST No : 27AAACM8029J1ZA

- b) Bidder to submit Provisional GST ID along with the bid part-I along with the HSN No of each product item separately in format given below.

Sr No	Material Code / Material Description	HSN No

- c) After implementation of GST, in case of reduction of the prices due to availing the ITC (Input Tax Credit), the same should be passed on to MDL.
- d) Indian Bidders, who does not have GST/TIN number, shall not be eligible to quote for tenders/and execute the orders.

30 Purchase Preference: Techno-commercially qualified Micro & Small Enterprises (MSE) bidders will be considered for supply of 20% of tender quantity in case L-1 bidder is other than MSE, provided that; the quoted price of MSE bidders are in the bracket of L1 + 15% and MSE bidder agrees to match the rate with L1 rates. If MSE is SC/ST then 4% out of 20% MSE reservation is applicable under the above criteria.

31 In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

32 Contact Person For Clarification:

- a) In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.
- b) Training programme is arranged in MDL Premises on every working Fridays in two sessions (1000 – 1200 hrs and 1400 - 1600 hrs) for prospective/willing Bidders. Interested vendors may forward their request for training to the following executive.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

A Momin
Manager (C-MP)
Material - Purchase

- Enclosure - 1 - Illustration for Loading Criteria
Enclosure - 2 - Replica of Technical Parameter Sheet(Part-I)
Enclosure - 3 - Replica of Rate Sheet-BOQ (Part-II)
Enclosure - 4 - Security Diposit Format
Annexure-1 - Project wise Quantity of Paints.

Uploaded on e-procurement portal:

- i. TEF Acceptance form
- ii. GT & C Acceptance form
- iii. STACS Acceptance form
- iv. UNPRISE FORMAT
- v. Price Bid Rate Sheet.

The following reference documents and formats are available on MDL website (www.mazdock.com) under heading 'Tender' – Shipbuilding – Material Purchase.

- i. Standard Terms And Conditions (STACS).
- ii. General Terms & Conditions (GT & C).
- iii. Statutory requirements, Official Secret Act 1923 & Safety clause.
- iv. Proforma Bank Guarantee for EMD / SD / PBG.
- v. RTGS / NEFT Format.

ILLUSTRATION OF LOADING CRITERIA

A.

Sr.No	Description	Foreign 100% content	Vendor import	Indigenous vendor with part import content	Indigenous vendor without import content
1.	Basic Price Quoted	a) FOB b) CIF		a) Ex-works b) Delivered to MDL Stores	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)		In case of 1(a)	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)		In case of 1(a)	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF		Nil	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr. No. 4		Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms				
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.				
8.	Production Norms such as Scrap %, output - input ratio				
9.	Base date for price variation clause				
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9			

C. Loading on Account of deviations in following commercial terms:

11.	Security deposit / Contract performance guarantee				
12.	Equipment performance guarantee				
13.	Additional delivery period sought over stipulated period as per tender				
14.	Additional time sought for supplying binding data				
15.	Liquidated damages per week rate / maximum ceiling				
16.	Warranty / Guarantee				
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16			

D. Landed cost:

18.	Taxes and Duties				
19.	Landed Cost	Sr. Nos. 17+18			

**TECHNICAL PARAMETER SHEET. (TO BE FILLED ONLINE ONLY)
PART-I (TECHNO-COMMERCIAL BID)**

SNo	Description and Specification of Paint	Qty	Practical Covering Capacity	DFT in Microns	Solid Volume Ratio %	Specific Gravity	Viscosity At 30 deg C	Shelf Life In Month from date of Delivery.	Remarks
				(± 3%)	(± 3%)	(± .03)	(±10 Sec)		
i)	Primer Epoxy Red Oxide, NCD1435, Material Code (19102042)	30200							
ii)	Thinner, Compatible for Primer Epoxy Red Oxide, NCD 1435 Material Code (19104041)	5240							
iii)	PAINT, RFU ZINC CHROMATE, YELLOW PRIMER, IS 1874-1992, PATT. NO. 0442/220-1344, DS CAT. NO. 8010-000113. Material Code (19101213)	9800							
iv)	THINNER, FOR SHOPCOAT PRIMER, NON EPOXY TYPE Material Code (19104001)	2080							
v)	PAINT, RFU FINISHING FIRE RETARDANT, BS WHITE, SPECIFICATION JSS-3-47-05, PATT. NO. 0442/942/1193, DS CAT NO. 8010-000212 Material Code (19101201)	8600							
vi)	PAINT, RFU FINISHING, INTERIOR DECK AND DADOES M.B. GREEN, SPECN. JSS8010-6, DS CAT. NO. 8010-000299, SHADE IS 226. Material Code (19101209)	1600							
vii)	PRIMER, WASH PRIMER BASE (PRE TREATMENT PRIMER) WITH CATALYST (ACCELERATOR), DS CAT No. 8010-000116/N 8010-000117 Material Code (19102041)	1200							
viii)	THINNER, FOR ETCH PRIMER, N-BUTANOL, IS-361 (BS-508) Material Code (19104031)	240							
ix)	PAINT, PRIMING BRUSHING COAL TAR EPOXY BLACK, SPECN. NCD 1416, REVISION-I OF 1992 WITH AMENDMENTS PATT. NO. 0442/220-5754, DS CAT. NO. 8010-000618. Material Code (19101215)	100							

**RATE SHEET (TO BE FILLED ONLINE ONLY)
PART-II (BOQ)**

Sr.No	Description and Specification of Paint	Qty Litre	Basic Rate per Litre (Rs.)	Excise Duty %	CST / VAT %	Octroi Duty%	P&F if any	Other Charges , if Any	Landed Cost per Litre Rs
i)	Primer Epoxy Red Oxide, NCD1435, Material Code (19102042)	30200							
ii)	Thinner, Compatible for Primer Epoxy Red Oxide, NCD 1435 Material Code (19104041)	5240							
iii)	PAINT, RFU ZINC CHROMATE, YELLOW PRIMER, IS 1874-1992, PATT. NO. 0442/220-1344, DS CAT. NO. 8010-000113. Material Code (19101213)	9800							
iv)	THINNER, FOR SHOPCOAT PRIMER, NON EPOXY TYPE Material Code (19104001)	2080							
v)	PAINT, RFU FINISHING FIRE RETARDANT, BS WHITE, SPECIFICATION JSS-3-47-05, PATT. NO. 0442/942/1193, DS CAT NO. 8010-000212 Material Code (19101201)	8600							
vi)	PAINT, RFU FINISHING, INTERIOR DECK AND DADOES M.B. GREEN, SPECN. JSS8010-6, DS CAT. NO. 8010-000299, SHADE IS 226. Material Code (19101209)	1600							
vii)	PRIMER, WASH PRIMER BASE (PRE TREATMENT PRIMER) WITH CATALYST (ACCELERATOR), DS CAT No. 8010-000116/N 8010-000117 Material Code (19102041)	1200							
viii)	THINNER, FOR ETCH PRIMER, N-BUTANOL, IS-361 (BS-508) Material Code (19104031)	240							
ix)	PAINT, PRIMING BRUSHING COAL TAR EPOXY BLACK, SPECN. NCD 1416, REVISION-I OF 1992 WITH AMENDMENTS PATT. NO. 0442/220-5754, DS CAT. NO. 8010-000618. Material Code (19101215)	100							

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

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

WHEREAS M/s (*Firm's name*) registered under _____ having its Registered Office (*Firm's address*) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order /Contract as per the terms and conditions provided in the Order / Contract.

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

NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:

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

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

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (*currency /amount*) (In words).

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

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

Date:

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

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

ANNEXURE 1

Item Sr No	Material Code	Total Qty Required	Quantity and Delivery Date			Project / Yard
i	19102042	30200	14500	8500	8 weeks from the placement of order. Tentative date is 30.09.17	P17A
				1800		P15B-Y704
				3000		P15B-Y705
				1200		P15B-Y706
			12100	8500	30.11.2017	P17A
				900		P15B-Y704
				1500		P15B-Y705
				1200		P15B-Y706
			3600	900	28.02.2018	P15B-Y704
				1500		P15B-Y705
				1200		P15B-Y706
			II	19104041	5240	2300
360	P15B-Y704					
0	P15B-Y705					
240	P15B-Y706					
2320	1700	30.11.2017				P17A
	180					P15B-Y704
	200					P15B-Y705
	240					P15B-Y706
620	180	28.02.2018				P15B-Y704
	200					P15B-Y705
	240					P15B-Y706
iii	19101213	9800				4400
			2000	P15B-Y705		
			2700	1200	30.11.2017	P15B-Y704
				1500		P15B-Y705
			2700	1200	28.02.2018	P15B-Y704
				1500		P15B-Y705
iv	19104001	2080	1100	600	30.08.2017	P15B-Y704
				500		P15B-Y705
			500	300	30.11.2017	P15B-Y704
				200		P15B-Y705
			480	300	28.02.2018	P15B-Y704
				180		P15B-Y705
v	19101201	8600	3600	1800	30.08.2017	P15B-Y704
				1800		P15B-Y705
			2500	900	30.11.2017	P15B-Y704
				1600		P15B-Y705
			2500	900	28.02.2018	P15B-Y704
				1600		P15B-Y705
vi	19101209	1600	800	600	30.08.2017	P15B-Y704
				200		P15B-Y705
			400	300	30.11.2017	P15B-Y704
				100		P15B-Y705
			400	300	28.02.2018	P15B-Y704
				100		P15B-Y705
vii	19102041	1200	600	30.08.2017	P15B-Y705	
			300	30.11.2017		
			300	28.02.2018		
viii	19104031	240	240	30.08.2017	P15B-Y705	
ix	19101215	100	100	30.08.2017	P15B-Y707	