

	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
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TENDER ENQUIRY IN SINGLE - BID SYSTEM FOR PURCHASE OF MEDICINES ON ARC

TENDER NO.	TENDER DATE	CLOSING DATE & TIME	EMD
GM(M)/SSW/MEDICINE/2017/MB	10.05.2017	01.06.2017 AT 1400 HRS.	NIL

Dear Sirs/Madam,

Mazagon Dock Shipbuilders Limited invites quotations from Manufacturers/ Authorized distributors in **Two-Bid System (part- I techno commercial bid & part II price bid)** for the supply of 'Medicines' on ARC (Annual Rate Contract) Basis the product details and quantity are as indicated in table A below.

- Specification & Scope of supply:** The Generic Name/Brand Name, Manufacture's Name and Quantity are mentioned in the Table A below. The quantity mention in the below Table A is the approximate annual quantity. The delivery/supply schedule should be as per the Para 7 below. MDL reserves the right to place an order on and above 100% of the approximate annual quantity within 1 year. The name of the medicines and the corresponding Manufacturer's name are given below. **The firms should indicate name of the company/OEM for which they have quoted the medicine in the unprice bid format.**

Table-A

SR. NO.	MAT. CODE	NAME OF DRUG	NAME OF COMPANY / OEM	UOM	QTY
1	90900090	ADHESIVE TAPE (2.5CMX5M)	Reputed standard brand / OEM	NOS	50
2	90900100	ADHESIVE TAPE (5CMX5M)	Reputed standard brand / OEM	NOS	50
3	90900160	COTTON TRIANGULAR BANDAGE (90 CM X 90 CM X120 CM)	Reputed standard brand / OEM	NOS	200
4	90900030	DYNACREPE (10CMX4M)	Reputed standard brand / OEM	NOS	100
5	90900020	DYNACREPE (8CMX4M)	Reputed standard brand / OEM	NOS	100
6	90601020	DETTOL LIQ. (500ML)	Reputed standard brand / OEM	NOS	60
7	90900140	COTTAN GAUZE ROLL BANDAGES (7.5 CMX 3M)	Reputed standard brand / OEM	NOS	3000
8	90900150	COTTAN GAUZE ROLL BANDAGE (5CMX3M)	Reputed standard brand / OEM	NOS	2000
9	90900120	ABSORBANT GAUZE (45CMX18M)	Reputed standard brand / OEM	Pkts	300
10	90900170	SOFTTOUCH STERILE SWAB (5CMX5CMX8PLY X5NOS)	Reputed standard brand / OEM	NOS	400

11	90003100	TAB DOMPERIDONE 10 MG	ABBOT LABORATORIES(INDIA) PVT LTD., BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD., KARNATAKA ANTIBIOTICS AND PHARMACEU LUPIN LABORATORIES PVT LTD., RAJASTHAN DRUGS & PHARMACEUTICALS L TORRENT PHARMACEUTICALS PVT LTD., ZYDUS CADILA HEALTHCARE LIMITED.	NOS	1000
12	90708000	TAB METRONIDAZOL E (400 MG)	ALKEM LABORATORIES LIMITED, ARISTO PHARMACEUTICALS PVT. LTD. BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD., J. B. CHEMICAL & PHARMA ., KARNATAKA ANTIBIOTICS AND PHARMACEU. . NICHOLAS PIRAMAL INDIA LIMITED	NOS	9000
13	90809020	ORAL REHYDRATION POWDER	BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD. , ARNATAKA NTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALSL	NOS	10000
14	90400070	CAP OMEPRAZOLE (20MG)	BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA) CORONA REMEDIES PVT.LTD HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALS L SWISSKEM HEALTHCARE TABLETS (INDIA) LIMITED . U S VITAMIN(INDIA) LTD. VINHEALTH BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALS L	NOS	10000
15	90400000	TAB RANITIDINE (150MG)	BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA) GALPHA LABORATORIES LIMITED. GLAXO SMITHKLINE LIMITED. HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEU, RAJASTHAN DRUGS & PHARMACEUTICALS, TORRENT PHARMACEUTICALS PVT LTD. ZYDUS CADILA HEALTHCARE LIMITED.	NOS	20000
16	90400040	TAB RABEPRAZOLE 20 MG	LUPIN, KHANDELWAL, SUN PHARMA, DR REDDY, CIPLA, MANKIND	NOS	12,000
17	90400030	TAB PANTOPRAZOLE 40 MG	ARISTO, SUN PHARMA, ZYDUS CADILA , ALKEM, MANKIND, CIPLA, PENECIA BIOTECH, FRANCO INDIAN PHARMA	NOS	40,000
18	90003140	TAB PANTOPRAZOLE 40 MG +TAB DOMPERIDON 10 MG	SUN PHARMA, CIPLA, ALKEM, ARRISTO, MEDLEY, J B CHEMICALS	NOS	3,000

19	90201060	TAB ATENOLOL (50 MG)	CORONA REMEDIES PVT.LTD KARNATAKA ANTIBIOTICS AND PHARMACEU KEPS PHARMA MEHER DISTRIBUTORS PVT. LTD. NICHOLAS PIRAMAL INDIA LIMITED PFIZER LTD. PREMIER NUTRACEUTICALS PVT. LTD. SARABHAI CHEMICALS. TORRENT PHARMACEUTICALS PVT LTD. ZYDUS CADILA HEALTHCARE LIMITED.	NOS	5000
20	90203060	TAB CLOPIDOGREL 75 MG	ALKEM LABORATORIES LIMITED CHEMICAL IND & PHARMA LAB(CIPLA) DOSHI HOSPICARE INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU , RANBAXY LAB. LIMITED. THEMIS MEDICALS LIMITED. U S VITAMIN (INDIA) LTD. LUPIN	NOS	11000
21	90810020	TAB ATORVASTATIN (10MG)	CENTAUR PHARMACEUTICAL PVT.LTD. , INDOCO REMEDIES LIMITED , KEPS PHARMA , MEHER DISTRIBUTORS PVT. LTD., NICHOLAS PIRAMAL INDIA LIMITED OM MARKETING PREMIER NUTRACEUTICALS PVT. LTD. RANBAXY LAB. LIMITED. SARABHAI CHEMICALS. SPAN ENTERPRISES THEMIS MEDICALS LIMITED. VERMA MEDIQUIPS VIPRA INCORPORATION	NOS	50000
22	90201160	TAB METOPROLOL 50 MG EXTENDED REELEASE	CHEMICAL IND & PHARMA LAB(CIPLA) GLENMARK PHARMACEUTICALS LTD NOVARTIS INDIA LIMITED. PREMIER NUTRACEUTICALS PVT. LTD. UNICHEM LABOROLARIES LTD.	NOS	15000
23	90201150	TAB NIFEDIPINE RETARD 20MG	CHEMICAL IND & PHARMA LAB(CIPLA) , NICHOLAS PIRAMAL INDIA LIMITED NOVACARE DRUG SPECIALITIES PVT. LTD TORRENT PHARMACEUTICALS PVT LTD. ZYDUS CADILA HEALTHCARE LIMITED. ZYDUS CADILA HEALTHCARE LIMITED. TORRENT PHARMACEUTICALS PVT LTD. CHEMICAL IND & PHARMA LAB(CIPLA) NICHOLAS PIRAMAL INDIA LIMITED	NOS	1000
24	90201180	TAB TELMISARTAN 40 MG	ALKEM LABORATORIES LIMITED CENTAUR PHARMACEUTICAL PVT.LTD. CHEMICAL IND & PHARMA LAB(CIPLA) GLENMARK PHARMACEUTICALS LTD PFIZER LTD. US VITAMINS CADILA PHARMACEUTICALS LTD	NOS	10000
25	90201140	TAB LOSAR -H	LUPIN, CIPLA, INTAS, ZYDUS CADILA , UNICHEM, MACLOIDSSUN PHARMA, TORRENT, MEDOLY, MANKIND	NOS	14000
26	90201200	TAB VALSARTAN 80 MG	TORRENT, LUPIN, RANBAXY, GLENMARK, IPCA, INDOCO	NOS	4000

27	90810030	TAB ATORVAS - EZ	FDC, CIPLA, USV, ALKEM, TORRENT, ELEDER, PIRAMAL HEALTH CARE, RABBAXY, LUPI, J B CHEMICAL , KHANDELWAL , ZUVINTUS, MANKIND	NOS	3000
28	90201201	TAB OLMESARTAN MEDOXOMIL 40 MG	TORRENT, LUPIN, UNICHEM, CIPLA, SUN PHARMA	NOS	6000
29	90000040	TAB ALPRAZOLAM 0.25 MG	GALPHA LABORATORIES LIMITED . GLENMARK PHARMACEUTICALS LTD INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU KEPS PHARMA TORRENT PHARMACEUTICALS PVT LTD.	NOS	3000
30	90201120	TAB RAMIPRIL 5 MG	THEMIS MEDICAL LTD, CHEMICAL INDIA & PHARMA LAB (CIPLA), TORRENT PHARMACEUTICALSPVT LTD, INDOCO REMEDIES LTD, ALKEM LABORETORIES LTD, RPG LIFE SCIENCE, SARABHAI CHEMICALS,	NOS	4000
31	90201130	TAB LOSARTAN 50 MG	CHEMICAL INDIA & PHARMA LAB (CIPLA), USVITAMINES (INDIA) LTD, ALKEM LABORETORIESLTD, RABBAXY LAB LTD, CENTAUR PHARMACEUTICALS	NOS	5000
32	90301220	SALBUTAMOL INHALER MDI (100 MEG/PUFF)	CHEMICAL IND & PHARMA LAB(CIPLA) GERMAN REMEDIES PRIVATE LTD. GLAXO SMITHKLINE LIMITED . LUPIN LABORATORIES PVT LTD. NATIONAL MARITIME FOUNDATION NOVACARE DRUG SPECIALITIES PVT. LTD RANBAXY LAB. LIMITED. ZYDUS CADILA HEALTHCARE LIMITED.	NOS	100
33	90811000	TAB CETIRIZINE (10MG)	BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA) HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALS L SWISSKEM HEALTHCARE U S VITAMIN(INDIA) LTD.	NOS	6000
34	90609020	CHLOROMYCETIN APPLICAPS (50APPLICAPS/BO TTLES)	MICRO LABS LIMITED PLUS PHARMACEUTICALS. RANBAXY LAB. LIMITED. SUN PHARMACEUTICALS. WIN MEDICARE LTD	NOS	1000
35	90100030	CIPROFLOXACIN EYE/EAR DROP (10 ML)	BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEU R. D. H. & CO . RAJASTHAN DRUGS & PHARMACEUTICALS L, ALKEM LABORATORIESLTD, ALLERGAN INDIA LTD, CHEMICAL IND & PHARMALAB (CIPLA)F.D.C.LTD, NOVACARE DRUG SPECIALITIES PVT LTD, ZYDUS CADILA HEALTHCARE LTD	NOS	300

36	90100130	OFLOXACIN 0.3% EYE DROPS	CADILA PHARMACEUTICALS LTD., CHEMICAL IND & PHARMA LAB(CIPLA) F. D. C. LIMITED., INDOCO REMEDIES LIMITED SUN PHARMACEUTICALS.	NOS	500
37	90601240	OINT. SILVERSULPHAD IAZINE 1% (20 gm)	BENGAL CHEMICAL & PHARMACEUTICALS CENTAUR PHARMACEUTICAL PVT.LTD. ELDER PHARMACEUTICALS LIMITED. EMCURE PHARMACEUTICALS LIMITED HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALS L RANBAXY LAB. LIMITED. ZYDUS CADILA HEALTHCARE LIMITED.	NOS	500
38	90607010	TAB IBUGESIC 400 MG	CIPLA, ABOTT, BIOCHEM, OMEGA, ARISTO,	NOS	4000
39	90607120	TAB ACECLOFENAC SODIUM 200MG SR	AKBARALLYS DEPARTMENTAL STORES PVTL CADILLA HEALTH CARE. INDOCO REMEDIES LIMITED LUPIN LABORATORIES PVT LTD. UNICHEM LABOROLARIES LTD. VERMA MEDIQUIPS VIPRA INCORPORATION WOCKHARDT LIMITED	NOS	12000
40	90609050	TAB ACECLOFENAC, 100 MG + CHLORZOXAZON E	ARISTO PHARMACEUTICALS PVT. LTD. , DR. REDDY S LAB LTD., F. D. C. LIMITED., LUPIN LABORATORIES PVT LTD., NICHOLAS PIRAMAL INDIA LIMITED	NOS	15000
41	90001030	TAB PARACETAMOL 500 MG	CIPLA, GSK, MICRO LAB, ARISTO, OMEGA	NOS	25000
42	90607130	ACEROC-P TABLETS 40X10X10	AKBARALLYS DEPARTMENTAL STORES PVTL CHEMICAL IND & PHARMA LAB(CIPLA) GLAXO SMITHKLINE LIMITED. GLENMARK PHARMACEUTICALS LTD INDOCO REMEDIES LIMITED NOVACARE DRUG SPECIALITIES PVT. LTD VIPRA INCORPORATION WOCKHARDT LIMITED	NOS	10000
43	90814000	TAB SERRATIOPEPTID ASE 10 MG	CADILA PHARMACEUTICALS LTD. CORONA REMEDIES PVT.LTD GLAXO SMITHKLINE LIMITED. JMD ENTERPRISES LUPIN LABORATORIES PVT LTD. NICHOLAS PIRAMAL INDIA LIMITED SWISSKEM HEALTHCARE	NOS	6000
44	90402080	DICYCLOMINE HCL 20 MG,PARACETAM OL 500 MG	BENGAL CHEMICAL & PHARMACEUTICALS, CORONA REMEDIES PVT.LTD, HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD., INDOCO REMEDIES LIMITED, KARNATAKA ANTIBIOTICS AND PHARMACEU, RAJASTHAN DRUGS & PHARMACEUTICALS , WOCKHARDT LIMITED, WYETH LEDERLE LIMITED , DUS CADILA HEALTHCARE LIMITED.	NOS	3000
45	90607070	TAB DICLOFENAC SODIUM 50 MG	BIOCHEM, NOVARTIS, CIPLA , J B CHEMICALS , LUPIN, TROIKAA, MICRO LAB , ZYDUS CADILA	NOS	6000

46	90607150	TAB DICLOFENAC 50 MG+ SERRATIOPEPTO DASE 10 MG	EMCURE, COMED CHEMICAL, SERUM INSTITUTE, ABBOT, WIN MEDICARE	NOS	10000
47	90607270	TAB IBUPROFEN 400 MG +PARACETAMOL 325 MG	NOVARTIS, AVENTIS, INDOCO, THEMIS, SUN PHARMACEUTICALS, LUPIN , GLENMARK,	NOS	10000
48	90001210	TAB PARACETAMOL 650 MG	GSK, MICRO LAB, INDOCO, IPCA, CIPLA	NOS	3000
49	9080110	INJ HUMAN INSULLIN MIXTARD 30/70	WOCKHARDT LIMITED , ELI LILLY, BIOCON, LUPIN , NOVONORDISK	NOS	350
50	90801060	TAB ACARBOSE (50MG)	ALKEM LABORATORIES LIMITED , BAYER (INDIA) LTD. , EMCURE PHARMACEUTICALS LIMITED, GLENMARK PHARMACEUTICALS LTD, PREMIER NUTRACEUTICALS PVT. LTD., WOCKHARDT LIMITED	NOS	3000
51	90801050	TAB METFORMIN (500MG)	ALKEM LABORATORIES LIMITED DOSHI HOSPICARE FRANCO INDIAN PHARMACEUTICALS INDOCO REMEDIES LIMITED MEHER DISTRIBUTORS PVT. LTD. NOVARTIS INDIA LIMITED. PREMIER NUTRACEUTICALS PVT. LTD. SARABHAI PIRAMAL PHARMA LTD. U S VITAMIN(INDIA) LTD. VIPRA INCORPORATION, SANOFI AVENTIS	NOS	60000
52	90801170	TAB VOGLIBOSE 0.3mg	GLENMARK PHARMACEUTICALS LTD PFIZER LTD. RANBAXY LAB. LIMITED. TORRENT PHARMACEUTICALS PVT LTD. UNICHEM LABOROLARIES LTD., SANOFI AVENTIS, FRANCO INDIA	NOS	9000
53	90801130	TAB GLIMEPIRIDE (2 MG)	ALKEM LABORATORIES LIMITED CENTAUR PHARMACEUTICAL PVT.LTD. CHEMICAL IND & PHARMA LAB(CIPLA) DOSHI HOSPICARE INDOCO REMEDIES LIMITED NICHOLAS PIRAMAL INDIA LIMITED PFIZER LTD. PREMIER NUTRACEUTICALS PVT. LTD. RPG LIFE SCIENCES SPAN ENTERPRISES , U S VITAMIN (INDIA) LTD. VIPRA INCORPORATION WOCKHARDT LIMITED, SANOFI AVENTIS, FRANCO INDIA	NOS	30000
54	90801000	TAB GLIBINCLAMIDE 5 MG	SANOFI AVENTIS PIRAMAL HC CIPLA ARISTO USV	NOS	1000
55	90810060	TAB ROZUVASTATIN 10 MG	SUN PHARMA, TORRENT PHARMA, CIPLA, RANBAXY LAB, GLENMARK	NOS	10000

56	90801160	TAB METFORMIN SR 500 MG	USV, OTISERA, ABOTT, LUPIN, INTAS, FRANKO- INDIA, CIPLA	NOS	36000
57	90801070	TAB PIOGLITAZONE (15MG)	DOSHI HOSPICARE INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU NICHOLAS PIRAMAL INDIA LIMITED SPAN ENTERPRISES, U S VITAMIN(INDIA) LTD. WOCKHARDT LIMITED, FDC, UNICHEM.	NOS	16000
58	90802000	TAB VIT C	GSK, ABOTT, IDPL	NOS	15000
59	90709020	TAB DIETHYL CARBAMAZINE (100MG)	GLAXO SMITHKLINE LIMITED . INGA LABORATORIES PVT. LTD. KEPS PHARMA MODULATE PHARMA WYETH LEDERLE LIMITED	NOS	5000
60	90808040	TAB ELEMENTAL CALCIUM	ELDER PHARMA, MAYER, CIPLA, UNICHEM, GSK, MANKIND, ABOTT PHARMA	NOS	5000
61	90203070	TAB PREGABALIN 75MG	GLENMARK PHARMACEUTICALS LTD PFIZER LTD. SUN PHARMACEUTICALS . TORRENT PHARMACEUTICALS PVT LTD. U S VITAMIN(INDIA) LTD	NOS	5000
62	90701060	TAB. CEFIXIME 200 MG	ALKEM LABORATORIES LIMITED CHEMICAL IND & PHARMA LAB(CIPLA) DR. REDDY S LAB LTD. ELDER PHARMACEUTICALS LIMITED . GLAXO SMITHKLINE LIMITED . INDOCO REMEDIES LIMITED MICRO LABS LIMITED NOVARTIS INDIA LIMITED . PLUS PHARMACEUTICALS . SWISSKEM HEALTHCARE UNICHEM LABOROLARIES LTD.	NOS	5000
63	90704010	TAB DOXYCLLIN 100 MG	ARISTO PHARMACEUTICALS PVT. LTD., BENGAL CHEMICAL & PHARMACEUTICALS, GALPHA LABORATORIES LIMITED, . HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD., KARNATAKA ANTIBIOTICS AND PHARMACEU, LUPIN LABORATORIES PVT LTD, RAJASTHAN DRUGS & PHARMACEUTICALS L , U S VITAMIN(INDIA) LTD, ZYDUS CADILA HEALTHCARE LIMITED, DR REDDY.	NOS	6000
64	90702020	TAB NORFLOXACIN (400MG)	ALKEM LABORATORIES LIMITED BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA) HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEU MERIND LIMITED . NOVACARE DRUG SPECIALITIES PVT. LTD RAJASTHAN DRUGS & PHARMACEUTICALS L RANBAXY LAB. LIMITED . TORRENT PHARMACEUTICALS PVT LTD.	NOS	3000

65	90702040	TAB LEVOFLOXACIN 500 MG	LUPIN , CIPLA, MACLEODS, SUN PHARMA, FDC, DR REDDY,	NOS	2000
66	90702030	TAB NORFLOXACIN (400MG) + TINIDAZOLE 600 MG	CIPLA, ALKEM, MACLEODS, ZYDUS CADILA, SUN PHARMA	NOS	3000
67	90703050	TAB AZITHROMYCIN 500 MG	INDOCO, SANOFI, IPCA, MICRO LAB , FDC, MACLEODS, CIPLA	NOS	6000
68	90702090	TAB CIPRFLOXACIN 500 MG	SUNPHARMA, ZYDUSCADILA, ALKEM, FDC, MANKIND, TORRENT, DR REDDY, BLUE CROSS	NOS	2000
69	90700090	AMOXICILLIN 500 MG, CLAVULANIC ACID 125	INDOCO REMEDIES LIMITED, NOVARTIS INDIA LIMITED , ALKEM LABORATORIES LIMITED, ELDER PHARMACEUTICALS LIMITED , RANBAXY LAB. LIMITED INGA LABORATORIES PVT. LTD.	NOS	18000
70	90703020	TAB ROXITHROMYCI N 150 MG	ALEMBIC, CIPLA, RANBAXY, IPCA, MANKIND, BIOCHEM, ALKEM, CADILA PHARMACEUTICALS , SUN PHARMA	NOS	6000
71	90812000	TETANUS TOXOID (0.5ML)	BIOLOGICAL HAFFKINE BIO - PHARMA CORPN. LTD. SERUM INSTITUTE OF INDIA (P) LTD. BIOLOGICAL HAFFKINE BIO - PHARMA CORPN. LTD. SERUM INSTITUTE OF INDIA(P) LTD.	NOS	5000
72	90707010	TAB FLUCANAZOLE (150MG)	BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA) F. D. C. LIMITED. GLENMARK PHARMACEUTICALS LTD HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. INDOCO REMEDIES LIMITED KARNATAKA ANTIBIOTICS AND PHARMACEU LUPIN LABORATORIES PVT LTD. PLUS PHARMACEUTICALS. R. D. H. & CO. RAJASTHAN DRUGS & PHARMACEUTICALS L TORRENT PHARMACEUTICALS PVT LTD. WALLACE PHARMACEUTICALS.	NOS	3000
73	90709010	TAB ALBENDAZOLE (400MG)	ALKEM LABORATORIES LIMITED, BENGAL CHEMICAL & PHARMACEUTICALS GALPHA LABORATORIES LIMITED, . GLAXO SMITHKLINE LIMITED. HINDUSTAN ANTIBIOTICS LTD., INDIAN DRUGS & PHARMACEUTICALS LTD. INDOCO REMEDIES LIMITED , KARNATAKA ANTIBIOTICS AND PHARMACEU RAJASTHAN DRUGS & PHARMACEUTICALS L, SWISSKEM HEALTHCARE	NOS	2000

2. **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.

3. **Submission of offer in Two-Bid System:**

Part-I Bid: Following should be uploaded

- i. Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- ii. Blank Rate Schedule Format clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage. The applicable taxes to be indicated in %.
- iii. Deviation Sheet in case of any deviations from Terms, Conditions & Technical requirements specified in the Tender Enquiry (TEF), STACs and GT&C.
- iv. Shop and establishment certificate.
- v. Scan copy of valid Bank details for payment by RTGS/NEFT/ in the format enclosed (New bidders only).
- vi. Scanned image of PAN card shall be uploaded
- vii. Scanned copies of Purchase Orders executed earlier and past performance on similar supplies for last 3 years and its work/order completion certificate issued by the party for whom the work is done.

Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids.

Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

Part-II Bid: This to be filled along with the part-1 bid as appearing online on our e procurement portal.

4. **Bid Rejection Criteria:**

A) **Following bid rejection criteria shall also render the bids Liable for Rejection.**

- i. Bidder's failure to submit sufficient or complete details within the specified period for evaluation of the bids.
- ii. Validity period indicated by bidders is shorter than that specified in the tender enquiry, at the discretion of MDL
- iii. Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- iv. Bids with technical requirements and or terms not acceptable to MDL / CMO

5. **Pricing:**

- i. Bidders shall quote the prices of items listed in the price bid sheet format (Enclosure -2) of the tender enquiry for delivery of the items in MDL Dispensary on door delivery basis. The prices quoted shall remain firm and fixed during the currency of the order / till the execution of the total quantity on the order. No increase shall be permissible on any account after finalization of the order / till delivery of total quantity of the order.

6. **Terms of Payment:**

- i. 100% within 25 - 30 days of receipt & acceptance of material in MDL.
- ii. 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 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 in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry
- iii. Payment shall be made as per actual quantity received and accepted. The bills to be addressed to CM (F – P&S) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai:- 400010.
- iv. The date of receipt and acceptance of the material by MDL will be considered as start date for releasing payment within 25 to 30 days

7. **Delivery:** The deliveries of the medicines are to be executed in staggered manner. The same shall be as per the table below.

	Quantity In %	Delivery Period
First Lot	50%	3 Weeks from PO/Intimation
Second Lot	50%	16 Weeks from PO or 3 weeks from Intimation
Extra Lots	Up to 100% of the original qty	3 weeks from confirmatory PO.

However in case of urgency MDL may place the entire order in a single lot.

8. **Replacement of Expired Medicine:** The Manufacturer should agree to replace the quantity of medicines that have expired and remained in stock with MDL. MDL will inform the manufacturer 3 months in advance from the date of expiry. On being informed quantity of medicines which will be getting expired, the Manufacturer will provide fresh stock of medicines and take back the expired medicines without any financial implication to MDL.
9. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / transport mode as per the order to 'GOODS RECEIVING SECTION and further to designated store/ user dept. 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.
10. **Supply 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 holiday, to Personnel department and Security through concerned Dept.
11. **Receipt Inspection by MDL:** MDL CMO or his representatives will carry out necessary inspection of the items on receipt in the MDL Yard, on the basis of an appropriate quality assurance system and Inspection system requirements of MDL & the Inspection documents submitted by suppliers. Any objection raised by the above team against quality of medicine or any other aspect shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required immediately by acceptable quality. Medicines damaged during transit shall also be replaced by the supplier immediately by acceptable quality.
12. **Ranking of Bids & Determination of L-1 Bidders:**
Ranking of price bids shall be done on the basis of "all inclusive of taxes, duties and levies" on individual item wise lowest basis.
13. **Security Deposit (SD):**
The successful bidder shall have to submit Security Deposit for an amount of 5% of the Contract / Order excluding taxes, duties, freight etc. to be transferred electronically to Mazagon Dock Shipbuilders Ltd. (MDL) account (for MDL Bank details Refer enclosure-5) or Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from a reputed Nationalised / Scheduled Bank excluding co-operative banks within 25 days from the date of Contract/Order. No interest will be paid on Security Deposit.
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.
In case of failure to submit Security Deposit within 25 days from the date of contract / order placement, EMD submitted will be encashed and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.
For delayed period of submission of SD beyond 25 days from date of order, bidder has to pay applicable interest for the delay period at the Prevailing SLR Rate + 2% p.a.
14. **Shelf Life:** The supplied medicines shall have a minimum shelf life of 80%.
15. **Tolerance:** 2% of Quantity tolerance is permitted in respect of supplied material, due to standard packing of material, if any.
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:**
 - i. 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 format.
 - ii. 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.
 - iii. 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.
 - iv. The following certificates will be issued for the items against this tender:
 - a. Issue of "C" Form w. r. t. Sales Tax.
 - v. 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.

- vi. No claim for MODVAT benefit is acceptable.
- vii. **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.
 - a. 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.
 - b. However, 'C' Form will be issued to vendors only after receipt of ink-signed invoices along with copy of LR/ consignment note from the respective vendors.

18. **Risk Purchase & Order Cancellation:** In case of delay beyond 4 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.

19. **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.

20. **Modifications to the Bids:**

- i. Bidders can submit modified bid on or before closing time and date of the tender. Modified bid received after the tender closing time is not acceptable.
- ii. Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by a signed confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time.

21. 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.

22. **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.

23. 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.

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

25. **E-procurement Portal Helpline and Training:**

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

Bidders can also contact toll-free customer help line of e-procurement portal <http://eprocuremdl.nic.in>

User guide is available on the home page of the above-referred web site. In addition it has 24x7 Customer Help Desk no. +91 120 4200462. Bidders intending to witness the Tender opening shall log on to <http://eprocuremdl.nic.in> using digital signatures for witnessing the opening.

26. **Bidders to participate in on-line bidding:**

By registering with above referred portal for User ID and password.

By obtaining class III DSC-B (Digital Signature Certificate) for secured bidding.

Bidders intending to witness the Tender opening shall have to submit the letter of authority to the Tender Opening Officers and will sign on the sheet of paper in token of his presence at the time of opening.

27. Compliance of GST:

Goods and service Tax(GST) act will be in all probability implemented w.e.f. 1st July 2017 onwards across India. Accordingly strike compliance of the GST provisions shall be 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) All bidders to submit Provisional GST ID along with the bid part-I

28. Contact Person For Clarification:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

Tel. No.: (022) 2376 3254 / 2376 3252	Fax No.: (022) 2373 8151
E mail: sswaghmare@mazdock.com	Website: www.mazdock.com

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

Yours faithfully,
For MAZAGON DOCK LIMITED,

S S Waghmare
CM (C-MP)
Material - Purchase

Enclosure	-	1	:	Price Bid format
Enclosure		2		MDL Bank details for Direct Electronic Transfer
Enclosure	-	3	:	Standard Terms & Conditions (STACS)
Enclosure	-	4	:	General Terms & Conditions (GT&C)
Enclosure	-	5	:	Loading Factors
Enclosure	-	6	:	Bank Guarantee Format for EMD
Enclosure	-	7	:	Bank Guarantee Format for SD
Enclosure	-	8*	:	Statutory requirements, Official Secret Act 1923 & Safety clause*
Note: * These documents to be down loaded from our Website. (www.mazdock.com > Tenders > Shipbuilding>Enclosures related to Tender Documents for Material Purchase Dept.')				

Illustrative format & guideline (FOR INDIGENIOUS BIDDERS) for quoting prices in online Price Bid

Below format of price bid will appear online. INDIGENIOUS bidders to follow instructions given in each respective cell while quoting their cost in online price bid:-

Item Sr.no.	Indicated at online format
Material Description	Indicated at online format
Quantity	Indicated at online format
Unit of measurement	Indicated at online format
Currency	INR
Unit Rate CIF Basis	NOT to be quoted or numerical zero to be entered
BASIC UNIT RATE	To be quoted
Packing Charges Per Unit on Basic (in %)	To be quoted
Excise Duty Including CESS on ED (in %)	To be quoted
Forwarding charges Per Unit on Basic (in %)	To be quoted
VAT (percentage)	To be quoted
CST (percentage)	To be quoted
Delivery charges per Unit on Basic (in %)	To be quoted
Octroi Charges (in %)	To be quoted
Other Charges Per Unit (if any)	To be quoted, if applicable
Item Sr.no.	Indicated at online format
Material Description	Indicated at online format
Quantity	Indicated at online format
Unit of measurement	Indicated at online format
Currency	INR
Unit Rate CIF Basis	NOT to be quoted or numerical zero to be entered
BASIC UNIT RATE	To be quoted
Excise Duty Including CESS on ED (in %)	To be quoted
VAT (percentage)	To be quoted
CST (percentage)	To be quoted
Delivery charges per Unit on Basic (in %)	To be quoted
Octroi Charges (in %)	To be quoted
Other Charges Per Unit (in %) (if any)	To be quoted, if applicable

Electronic Payment Mandate Form
(MDL Bank details)

Name of the Company/Firm	Mazagon Dock Ltd
Address with Phone no.	Dockyard Road, Mumbai – 400010
E-Mail ID	
Phone No.	+91 22 23745310
Fax No.	
Particulars of Bank Account	
Name of the Bank	State Bank of India
Name of the Branch	Mazagon Dock Mumbai Branch
Branch Code	9054
Bank IFSC / NEFT Code	SBIN0009054
Bank Address	MBPT Workshop building, N.V Nakhwa Road, Mazagon - 400010
City Name	Mumbai
Telephone No. of Bank	+91 22 23752802
9 digit code no. of bank & branch appearing on the MICR cheque issued by your bank	400002120
Type of Account	Current Account
Account No.	10005255246
Income Tax PAN No.	AAACM8029J

STANDARD TERMS AND CONDITIONS (STACS)

- 101.** The word '*Purchaser*' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
- 102.** The word '*Bidder/Vendor/Contractor*' means the person / firm / Company who undertakes to manufacture and or supply and or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103.** The word '*Owner*' means the person or authority with whom MAZAGON DOCK SHIPBUILDERS LIMITED (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the *Bidder/Vendor/Contractor* under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
- 120. GENERAL**
- 121.** UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.
- 200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION**
- 201.** Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Vendor/Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
- 210. PURCHASER'S PROPERTY**
- 211.** All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Vendor/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
- 212.** On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.
- 220. RISK PURCHASE**
- 221.** If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
- 222.** The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Vendor / Contractor.
- 230. RECOVERY ADJUSTMENT PROVISIONS**
- 231.** Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Vendor / Contractor the same shall be deducted from any sum then due or thereafter

may become due to the Bidder / Vendor / Contractor under the contract or any other contract with the Purchaser.

240. ADDITIONAL BANK GUARANTEE

In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

250. INDEMNIFICATION

251. The Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

260. TRANSFER OF VENDORS / CONTRACTOR'S RIGHTS:

261. The Bidder / Vendor / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

270. SUBCONTRACT & RIGHT OF PURCHASER

271. The Bidder / Vendor / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Vendor / Contractor is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

280. PATENT RIGHTS

281. The Bidder / Vendor / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

290. AGENTS / AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller

Will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted or the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

320. EXPORT LICENCE

321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

330. BANNED OR DE-LISTED CONTRACTORS / VENDORS.

331. The Bidder / Vendor / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi

Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

340. DUTY OF PERSONNEL OF SUPPLIER/VENDOR

341. MDL being a Defence Organization, Bidder / Vendor / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of Submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

352. ARBITRATION: Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

353. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

354. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

360. JURISDICTION OF COURTS

361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

GENERAL TERMS & CONDITIONS (GT&C)

A10. Blank

A20. SECURITY DEPOSIT

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A30. FORFEITURE OF EMD / BID BOND

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

A40. FORFEITURE OF SECURITY DEPOSIT

A41. Non-performance of agreed terms and or default/breach by Bidder/Vendor/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

A50. FORFEITURE OF PERFORMANCE GUARANTEE

A51. In the event of Bidder/Vendor/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Vendor/Contractor

A60. SUPPLIES

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

A70. PROGRESS REPORTING & MONITORING

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

A80. CANCELLATION OF ORDER

A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Vendor/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Vendor/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the *Bidder/Vendor/Contractor* at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the vendor / contractor on account of such premature termination of contract.

A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/ Supplier/ Contractor.

A90. # PRESERVATION AND MAINTENANCE

- A91.** Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Vendor/Contractor.
- A92.** Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Vendor / Contractor.
- A93.** The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A100. FREIGHT & INSURANCE

- A101. For Indigenous Bidders:** In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
- A102. For Foreign Bidders:** For overseas supplies on CIF port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance company & Purchaser on the contact details as provided in the order. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES

- A111.** Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

A120 DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A130. INSPECTION, TESTING

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor.

A133. The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A140. RECEIPT INSPECTION BY MDL

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

A150. REJECTION OF MATERIALS

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Vendor / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder/Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

A170. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in Toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

A190. BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191. The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

A230. PREFERENCETIAL PURCHASE FROM MSE VENDORS – Not Applicable

MDL has right to place order on MSE firm meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable.

LOADING FACTORS

A

Sr. No.	Description	
1	Basic price Quoted	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	In case of 1(a)
3	Add: Inland Road Transport	In case of 1(a)
4	Landed cost without loading	Sr.Nos.(1+2+3)

B Financial Loadings

5	Variation in payment Terms	
6	Landed cost with Financial Loadings.	Sr.Nos.4 + 5

C Loading on Account of deviations in following commercial terms.

7	Additional delivery period sought over stipulated period as per Tender	
8	Liquidated damages per week rate / maximum ceiling	
9	Warranty / Guarantee	
10	Landed cost to MDL after loadings on account of financial and commercial deviations.	Sr.Nos. 6+7+8+9

D Landed Cost:

11	Taxes & Duties	
12	Landed cost	Sr.Nos. 10+11

PROFORMA BANK GUARANTEE FOR BID BOND / EMD**(On Non-Judicial stamp paper of value Rs. 100/-)**

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

of

For Bank

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

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

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 100)

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 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 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 with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the 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-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 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 + ---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")