



निविदा पूछताछ
TENDER ENQUIRY

[सीमित निविदा]
[LIMITED TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: U35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazdock.com
Certified - ISO 9001: 2008 for Shipbuilding Division

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. Praful M Patil सेवा में /To	1300001179	विभाग/Department क्रय अधिकारी/Purchase Exec. Praful M Patil दूरभाष सं./Telephone No फैक्स सं./Fax No ई-मेल/E-Mail ppatil@mazdock.com	EY COMMERCIAL 23762614 23741386 ppatil@mazdock.com
दूरभाष सं./Telephone फैक्स सं./Fax ई-मेल/E-Mail		निविदा सं./Tender No निविदा तिथि/ Tender Date निविदा बंद की तिथि/Tender Closing Date निविदा बंद होने का समय/Tender Closing Time आरएफक्यू सं./RFQ No	1300001179 19.06.2017 21.06.2017 14:00:00 2050001314

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		21.06.2017,16:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		20.08.2017
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।)

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SERVICES FOR ONBOARD CLEANING OF COOLERS/HEAT EXCHANGERS FOR BOAT 1.

माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	Onboard cleaning of cooler for Boat-1 Service Description :(Validity till 19.08.2017) The Line item 00010 covers the following services	1 Activity unit	22.06.2017
000000001 0	सेवा सं./Service Number :-	8 Number	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	संक्षिप्त वर्णन/Short Description :- cleaning of Coolers/Heat Exchangers सेवा विवरण/Service Details :- Onboard cleaning of Coolers/Heat Exchanger for boat-1 Cleaning of cooler size approx dia 500 mm X 2000 mm		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

PART – A: Tender no. EY/CD/PMP/1300001179

Tender Date:- 20.06.2017

Tender closing date :-21.06.2017, at 14.00 hrs

TENDER ENQUIRY (In Single Bids)

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES COMPETITIVE BIDS from reputed Bidders / Vendors in **Single BID SYSTEM** (Techno Commercial Bid and Price Bid) for the following Work under e-tender requirement.

1. Description of Work :

Services for onboard cleaning of coolers/heat exchangers for Boat 1.

- i). The detailed scope is attached herewith as **Enclosure-1**. Any clarifications, if required can be obtained by informing in writing to CM (PLG-EY) Tel No.2376 3603 for technical queries..
- ii). **The documents i.e. drawings related to attached scope of work shall be issued by Planning-EY (documents in soft copies) to bidder on submission of “Non Disclosure Agreement” in the prescribed format (Enclosure – 7) to Commercial – East Yard Department.**

2. The detailed scope is attached herewith as **Enclosure-1**

3. INSTRUCTIONS TO THE BIDDERS

Bidders should submit the following documents through e-mail only along with their offer (Pre-qualification Criteria):

- i) Bidders Company Profile and Shop & Establishment registration certificate. (Scan copy to be attached)
- ii) Vendor declaration and confirmatory matrix to be attached in e tender.
- iii) Bidder should have experience in experience in cleaning in coolers. Relevant documents to be attached in e tender.
- iv) Experience / confirmation in working in confined spaces.
- v) Bidder to have minimum of 2 Fitters, 1 Rigger, & 1 Supervisor. Details to be submitted along with e tender.

4. **Validity Period:** Bids / Offers shall have the validity period of **60 Days** from the tender closing date. A bid valid for a shorter period will be rejected at the discretion of MDL.

5. **Submission of offer in Single Bid (Technical & Price bid) System through e-mail only as given below.**

pptail@mazdock.com

Or

pknikhare@mazdock.com

Bids shall consist of following.

- i) Acceptance on clauses of Tender Enquiry, GT&C and STACS 'Accepted OR Not Accepted' as applicable for each of the clause at e tender.
- ii) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in e tender.
- iii) Scan Copy of valid Registration or Approval certificates in case of Bidder's / firms registered with MDL/ NSIC.
- iv) Scan copy of Bank details for payment by NEFT in the format enclosed along with GST registration details.
- v) Bidder should confirm the availability of Police Verification Certificate for all personnel deployed at MDL at the time of Mobilization. Bidder should declare that they have understood the scope of work as per format given at Enclosure-1.(Scan copy to be append at e tender)
- vi) **PRICES for each of the listed items strictly in the format provided with the tender**

6. Bid liable for Rejection Criteria;

- i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- iii) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- iv) Bids received without pre-qualification documents where required as per the tender.
- v) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- vi) Bidders not agreeing to install the coolers/heat exchangers.
- vii) Bidders not ready to execute work as per requirement mentioned in scope.
- viii) Offer received after tender closing date and time.

7. Contract period: Contract period will be Ten days from date of commencement. Validity of the contract is 2 months w.e.f PO date within which MDL has the liberty to allocate the defined quantum of work as per SOW. Vendor has to mobilize manpower with associated material/tools/equipment within 2 working days from the order date/intimation by MDL. **Tentative work start date is 22.06.2017.**

8. Pricing:

Bidder shall quote the prices at tender for all services listed in the price sheet form of the tender enquiry completion of the work at MDL site. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

9. PAYMENT TERMS:

No advance payment in any manner will be paid to the contractor.

Payment will be made on completion of actual work as per scope and issue of work completion certificate by MDL User not below chief Manger and above. Payment will be made through NEFT between 25-30 days.

The following documents shall be submitted.

- i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the contract / Order.
- ii) Work Completion Certificate Duly Certified by MDL Submarine officer of the rank of CM & above.

10. Taxes& Duties: - Bidders must indicate the nature of taxes & duties applicable for the work and quote the amounts of Taxes and Duties as applicable separately as shown in the Part-II price bid format at **Enclosure-2**. Bidder shall indicate the taxes percentage consider by them in their price other than Service tax to facilitate the re-negotiation in case GST implementation. Evaluation will be done on total price inclusive of taxes.

11. Security Deposit:

Successful bidder has to submit a Security Deposit of an amount equivalent to 5% of the contract value excluding taxes within 25 days from the ORDER date, in the form of DD / Bank Guarantee in the format enclosed valid till completion of contract plus one month of claim period. The supplier shall forward order acceptance within 10 calendar days. In case S.D. is not submitted within 25 days of placement of order, an interest at SBAR +2% will be chargeable on the delayed period or MDL may cancel the order.

12. Liquidated Damages:

Time is an essence of the contract therefore the job should be commenced within the period mutually agreed upon in accordance with the delivery schedule. In case of delay not attributable to purchase beyond the agreed schedule, the successful bidder shall pay liquidate damage, a sum representing 1% (One per cent) per day or part thereof, subjected to maximum of 5% of the final order value.

13. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats as per Enclosures contained therein should be properly filled in e tendering. The bidder shall also abide statutory requirements; Official Secret Act 1923 and Safety clause (refer our web site).

14. Modifications to the Bids:-

Bidders desirous of modifying bids can modify it prior to the closing date & time.

- 15.** MDL reserves the right to accept / reject 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.

16. Hindrance Register

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.

17. 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.

18. Public Grievance Cell:-

A Public Grievance Cell headed by Mr. S. D. Kajawe GM has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, FOB Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 -2376 2121.

- 19. Inspection:** - Inspection and issue a work completion certificate will be done by MDL user (Boat-1) of CM and above level and QA-EY.

- 20. Working on MDL Holidays:** Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday to MDL user Boat-1.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUIDLERS LIMITED,
Praful Patil

Manager (Commercial East yard)

ppatil@mazdock.com

Ph: - 022-2376-2614

Enclosures: Enclosure – 1 - Scope of work
 Enclosure –2 - Rate sheet
 Enclosure –3 - Tender enquiry terms Acceptance Format (TEF).
 Enclosure –4 - STACS Acceptance Format.
 Enclosure - 5 - General Terms & Conditions Acceptance format.
 Enclosure- 6 - Deviation Sheet
 Enclosure-7 - Non Disclosure Agreement Format
 Enclosure- 8 - Vendor declaration & Confirmatory matrix
 Enclosure- 9 - NEFT Format
 Enclosure-10 - Security deposit Format

The following Annexure to be down loaded from our website (www.mdlindia.com) under heading 'Tender' and subheading 'EY submarine'

- i) Security Deposit Bank Guarantee Format
- ii) NEFT Format
- iii) Statutory requirements, Official Secret Act 1923 & Safety clause.
- vi) Standard Terms & Conditions (STACS)
- v) General Terms & Conditions of the Tender Enquiry

SCOPE OF WORK FOR ONBOARD CLEANING OF AIR COOLERS FOR BOAT # 1.

A. INTRODUCTION

For smooth operation Air & Water cooling system and ancillaries of Submarine cleaning of Air cooler is required. Four numbers of Air Cooler (2 nos. in S3 Cradle & 2 nos in Aft Auxiliary cradles) are fixed on the Boat # 1 and are to be cleaned in as it is condition in confined places.

B. Pre-Qualification Criteria:

Prospective Bidders intending to participate in tender have to fulfill following criteria:

- 1) Bidder should have experience in cleaning of coolers.
- 2) Experience / confirmation in working in confined spaces.
- 3) Bidder to have minimum of 2 Fitters, 1 Rigger, & 1 Supervisor.

C. MDL's Scope:

- 1) MDL User department / contract operating agency shall organize site space, storage space for tools & tackles. It is mandatory for bidder to make provision for lock & key arrangement for storing all material including MDL's own material handed over.
- 2) MDL user department shall complete all pre-requisite required.
- 3) MDL shall provide drawings, relevant technical documentation.
- 4) MDL will provide pneumatic air for cleaning.
- 5) During working inside the submarine MDL will arrange for maintaining working temperature.

D. Technical Specifications

- 1) Overall dimensions Cooler – Dia 500mm x 2000mm
- 2) Quantity - 04 nos.
- 3) MOC – SS 316
- 4) No of pipes inside Cooler – More than 100 Numbers
- 5) Dia of small pipes inside Cooler – 10mm

E. Bidder's Scope:

- 1) The job has to be carried out in side MDL / Naval Dockyard.
- 2) Bidder has to collect set of drawings, specifications, standards, from MDL against submission of Non Disclosure Agreement (NDA).
- 3) Cleaning of 4 numbers coolers as per attachment document no. EN-03-I-001, EM-03-I-001 & EM-04-I-001. Reference document no. ETM – PF-22-001-01 for over all Cooler.
- 4) In case, any defect observed during stage inspection/final inspection attributable to bidder, it has to rectified / repaired at no extra cost. Re-inspection has to be done before proceeding to next stage or final clearance to ensure compliance to drawing, specification & standards.
- 5) MDL reserves right to ask Bidder to enhance capacity, including manpower deployed to achieve target rate during contractual period.

- 6) The bidder has to clean the area of work every day prior to close of job including tools / equipment. All waste material including cleaning cloth to be put in garbage bag and taken out of Submarine.
- 7) All tools / equipment required for cleaning / maintenance will be the responsibility of bidder as per PF document.

Completion Period: Re-Installation and testing within 10 days from commencement of work.

General Instructions:

- Bidder has to maintain Hindrance Register.
- Bidder has to follow all safety norms and procedures to ensure safety of men and materials (with respect to theft, fire, accidents or any other incidence).
- Operatives shall wear safety shoes, helmets, boiler suits, goggles, and hand gloves etc. as part of safety rules. Bidder shall install fully equipped First Aid box near site.
- Bidder has to get acquainted with acoustic discretion rules, proximity rules etc.
- Bidder is not allowed to transmit copy or retain any document related to Scorpene India Submarine Project.
- Bidder has to ensure not to damage any fittings/ pipes/equipment which are already installed. In the event of damage to the above, cost of the same will be recovered from Bidder's account.
- Cleanliness is vital for a submarine. Hence Bidder has to take utmost care not to allow any dirt to enter inside.

Note: MDL reserve the right to alter the scope of work as per actual requirement

PRICE BID PRESCRIBED FORMAT
TENDER NO: - EY/CD/PMP/1300001079

RATE SHEET for onboard cleaning of coolers/Heat exchange for Boat 1

Sr No.	Activity	Unit of measure	Qty	Unit Rate without taxes (Rs)	Total value without taxes(Rs)
(1)	(2)	(3)	(4)	(5)	(6)=(4) x (5)
1	Onboard cleaning of Coolers/Heat Exchanger for boat-1 Cleaning of cooler size approx dia 500 mm X 2000 mm	Nos	8		

IMPORTANT NOTES TO THE BIDDERS:

a) **Bidder has to quote all item lines mentioned in above.**

i) TAXES & DUTIES:

The rates / price quoted by Indigenous Bidder are to be exclusive of duties and taxes. However, nature / type and rate of duties & taxes are to be clearly indicated in the offer by the bidder separately. Bidder shall indicate the taxes percentage consider by them in their price other than Service tax to facilitate the re-negotiation in case GST implementation.

All items are inseparable and mandatory. Bidder shall quote for all items.

Sr. No	Taxes, Duties & other charges (Please specify with applicable rates)	Applicable Rate	Amount
5	Service Tax		
6	Please Specify any other Taxes & Duties		

All pages of the tender document including scope of supply, terms & conditions must be signed, stamped with Co. seal and submitted along with the Part-I of the offer as a token of acceptance of the terms and conditions. In case your offer deviates from our requirement and terms and conditions in any manner, these deviations must be clearly indicated in your PART-I in a separate sheet, failing which our requirement and terms and conditions will be binding on bidder. Company's Seal

(Signature, Name & Designation)

Date:

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT
EAST YARD

Tender No: - EY/CD/PMP /1300001179

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV		ACC. / DEV		ACC. / DEV
1. ACC. / DEV		2. ACC. / DEV		3. ACC. / DEV	
4. ACC. / DEV		5. ACC. / DEV		6. ACC. / DEV	
7. ACC. / DEV		8. ACC. / DEV		9. ACC. / DEV	
10. ACC. / DEV		11. ACC. / DEV		12. ACC. / DEV	
13. ACC. / DEV		14. ACC. / DEV		15. ACC. / DEV	
16. ACC. / DEV		17. ACC. / DEV		18. ACC. / DEV	
19. ACC. / DEV		20. ACC/ DEV			

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

STACS ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
East Yard Commercial Department

Tender No: - EY/CD/PMP /1300001179

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	Please fill "ACC" or "DEV"		Please fill "ACC" or "DEV"		Please fill "ACC" or "DEV"
101	"ACC" or "DEV"	260	"ACC" or "DEV"	360	"ACC" or "DEV"
102	"ACC" or "DEV"	270	"ACC" or "DEV"	370	"ACC" or "DEV"
103	"ACC" or "DEV"	280	"ACC" or "DEV"	380	"ACC" or "DEV"
120	"ACC" or "DEV"	290	"ACC" or "DEV"	390	"ACC" or "DEV"
200	"ACC" or "DEV"	300	"ACC" or "DEV"	400	"ACC" or "DEV"
210	"ACC" or "DEV"	310	"ACC" or "DEV"	410	"ACC" or "DEV"
220	"ACC" or "DEV"	320	Not Applicable	420	"ACC" or "DEV"
230	"ACC" or "DEV"	330	"ACC" or "DEV"	430	"ACC" or "DEV"
240	"ACC" or "DEV"	340	"ACC" or "DEV"	440	"ACC" or "DEV"
250	"ACC" or "DEV"	350	"ACC" or "DEV"	450	"ACC" or "DEV"

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
East Yard Commercial Department

Tender No: - EY/CD/PMP /1300001179

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	Please fill "ACC" or "DEV"		Please fill "ACC" or "DEV"		Please fill "ACC" or "DEV"
A10	"ACC" or "DEV"	A80	"ACC" or "DEV"	A150	"ACC" or "DEV"
A20	"ACC" or "DEV"	A90	"ACC" or "DEV"	A160	Not Applicable
A30	Not applicable	A100	"ACC" or "DEV"	A170	"ACC" or "DEV"
A40	"ACC" or "DEV"	A110	"ACC" or "DEV"	A180	Not Applicable
A50	Not applicable	A120	Not Applicable	A190	"ACC" or "DEV"
A60	"ACC" or "DEV"	A130	"ACC" or "DEV"	A200	"ACC" or "DEV"
A70	"ACC" or "DEV"	A140	"ACC" or "DEV"		

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

- Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A10 means – Clause nos. A11, A12, A13.

DEVIATION FORMAT
(Bidders to fill, sign, & stamp this form in their bid)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 East Yard Commercial Department

Tender No: - EY/CD/PMP /1300001179

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

COMPANY'S NAME & ADDRESS:

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

Non Disclosure Agreement

THIS NON DISCLOSURE Agreement made at Mumbai, India on this day of _2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____").

MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the

_____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

- (b) Be only disclosed to, and used by, those employees or directors who have a need to know.
- (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
- (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:
- (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party: (a) Disclose to any person, directly or indirectly:

- i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
- ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
- iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would

be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL Address:

Phone No.: Fax:

E-mail:

To _____ Address:

Phone No.: Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named Signed by the within named

MDL _____

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.200/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract

VENDOR DECLARATION & CONFIRMATORY MATRIX

Tender No: - EY/CD/PMP/1300001179

We have very well understood the scope of work given in the tender and confirm herewith that our quoted price / rates are in line with the above scope of work.

We also discussed and understood the scope of work with Planning dept- East yard.

Confirmatory Matrix

Sr.No.	Confirmation Statement	Yes/No
1	Bidder confirms that their representative visited the site prior to submission of their bids.	
2	Bidders confirms that they have experience for working in confined spaces.	
3	Bidder confirms that they are well acquainted with acoustic discretion rules, proximity rules.	
4	Bidder will take all safety precaution while working and take utmost care ensuring no damage to the equipments.	

COMPANY'S NAME & ADDRESS:

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

RTGS/NEFT- Mandate Authorization Form

1. BIDDER'S NAME :
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADDRESS :
6. BANK NAME :
7. BANK ADDRESS :
8. ACCOUNT NO :
9. ACCOUNT TYPE :
10. NEFT CODE :
11. RTGS CODE :
12. MICR CODE: :
13. GST Registration no :

We hereby declared that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information , we would not hold MDL responsible .

Date Supplier Seal AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no . 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-. However, the value of stamp paper to be confirmed from legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 fulfillment and performance of the said order, We, Bank having office at (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or 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 authorised

to sign on behalf of "the Bank")

NOTE :-

1. Indigenous supplier ~~or Foreign Supplier~~ through Indian Bank to submit BG.

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