

MAZAGON DOCK LIMITED

(A GOVT OF INDIA UNDERTAKING)

Dockyard Road , Mazagon , Mumbai - 400 010 INDIA

Certified - ISO 9001/EN ISO 9001 For Shipbuilding Division

Direct Board No. 23721551 Tel. No. :2378 15 61 Extn : 3953, 3143 Fax No. (022) 23721551

WEBSITE TENDERWebsite : www.mazagondock.gov.in**TENDER ENQUIRY (SINGLE - BID SYSTEM) FOR PURCHASE OF ITEMS**DIVISION- **CORPORATE**DEPARTMENT- **IT PURCHASE SECTION****TENDER NO : GM(CIT)/ADK/IR60654/60017****TENDER DATE :19/11/2008**

EMD AMOUNT: Rs20000.00

TENDER FEE: Rs.100.00(Non Refundable)

CLOSING DATE & TIME ON 16/12/2008**AT 14.00 HRS.****To,**

Dear Sirs/Madam,

MAZAGON DOCK LIMITED INVITES COMPETITIVE BIDS FROM THE BIDDERS AND REGISTERED VENDORS for the following Supplies. Issue of Tender Enquiry Document:- The Tender Enquiry can be downloaded from our website 'www.mazagondock.gov.in.

However, interested bidders may also collect the tender from the undersigned by submitting a written application and on payment of non-refundable amount of Tender fee in person indicated above on all working days (Monday to Friday between 10.00 a.m. to 4.00 p.m.). Alternatively , bidders desirous of obtaining the tender by post at bidders risk shall send a letter in advance to reach the undersigned latest by *(date of 10 days before closing date) along with the prescribed amount of tender fee + Rs.100.00 towards postage etc. by crossed DD / Pay Order i favour of Mazagon Dock Limited, payable at Mumbai.

1 .

S.No	Description & Specification of Material	Unit	Qty Reqd	Delivery from the date of Order	
				Months	Weeks
1	AUTOCAD SOFTWARE-2009. LICENCE COPIES ON THE NAME OF MAZAGON DOCK LTD. WITH ONE YEAR ONSITE WARRANTY	N	8	00	02

2 . The detailed scope is attached here with as enclosure 1 (if applicable)

3. INSTRUCTIONS TO THE BIDDERS

Offer must be submitted in Envelope securely closed (sealed), super scribing Tender No, Due date & Time and should contain the following;

3.1 Bid in Original duly signed.

3.2 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

3.3 STACS Acceptance in the Prescribed Format duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

3.4 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.

3.5 Bank details for payment by ECS/RTGS/NEFT in the format enclosed.

- 3.6 Bidder shall furnish EMD in the form of Cross DD/Pay Order/Bank Guarantee Drawn in favour of Mazagon Dock Limited. Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the Tender. Either of these instruments should be drawn on reputed International / Nationalised / Scheduled Banks excluding co-operative banks, payable at Mumbai. Crossed DD / Pay Order issued by Co-operative banks however may be accepted subject to its realization. Bids / Offers without EMD will not be considered. EMD of unsuccessful bidders will be returned after finalisation of the tender and shall be interest free.
- 4 Validity Period: Bids / Offers Shall have a validity period of 45 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 The offers superscribing the Tender reference and due date shall be addressed To HOD(CIT) and deposited in YELLOW COLOURED TENDER BOX KEPT ON II FLOOR MAZDOCK HOUSE, NORTH YARD BY 14.00 Hrs BEFORE CLOSING TIME.
- 5.1 In case of Bulky Offers / Bids, which cannot be accommodated in the designated Tender Box, such bids / offers shall be sent by post / courier so as to reach the undersigned well before the due date and time.
- 5.2 The bids may also be sent by Speed Post / Courier Service well in advance so as to reach the department (address as mentioned above) well before the due date and time. Timely submission of the Bids is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.
6. Bid Rejection Criteria;
- 6.1 Following bids shall be categorically rejected;
- 6.1.1 The Bids received after tender closing date and time.
- 6.1.2 Validity period indicated by bidders is shorter than that specified in the tender enquiry. Items for which prices are administered by the Government, Items for which longer validity periods cannot be given by the vendors due to price fluctuation in the market are however exempted.
- 6.1.3 Bidders not agreeing to supply spares / post sale product support / post work completion support.
- 6.1.4 Bidders Not agreeing to furnish Security Deposit / Contract Performance Guarantee
- 6.1.5 Bids Received Without EMD.
- 6.2 Following bid rejection criteria shall also render the bids Liable for Rejection.
- 6.2.1 Bidder's failure to submit sufficient or complete details of the item/s quoted for evaluation of the bids.
- 6.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of MDL
- 6.2.3 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable..
7. Pricing: Bidder shall quote the prices of all items listed in the tender enquiry Price sheet format enclosed for delivery of the items in MDL store. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

8. Payment for the value of supplies , as reduced by any deductibles and/or the amount leviable towards liquidated damagess, if any and after including taxes, duties, octroi, service tax etc. as may be payable through RTGS /NEFT/ECS between 25 to 30 days after receipt of complete set of the items / Equipment, spares, work completion certificate etc as per the ordered terms and 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
9. Guarantee / Warranty: The supplied items shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever expires earlier. (Not applicable for This Tender)
10. 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, signed and returned by the bidder along with bid.
11. Taxes& Duties:- The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. Wherever all inclusive prices are quoted by the Tenderer(S) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in satutory levies arising subsequently in the absence of required base figures.
- 11.1 The following Certificates will be given by us for the purchase of this items against this tender.
 - * Issue of "C" Form w.r.t. Sales Tax.
12. Loading Criteria: Deviations sought by the bidder in respect of variation in commercial terms, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorised dealers will be given preference. The loading criteria that will be adopted are detailed below:
 - 12.1 Payment Terms It is desirable that the bidder accepts the Payment Terms indicated in clause 8 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying 14.75% rate of interest for the period at variation
 - 12.2 Ranking of price bids shall be done on the basis of "all inclusive of taxes, duties & levies". In these cases, the variations in statutory levies etc. are not allowed unless the break-up in respect of taxes, duties & levies is clearly and separately furnished in the bid.
 - 12.3 In case of Foreign Supplier, the basic cost (CIF) shall be the basis for comparison of quoted price. Custom clearance/port handling/transport charges to the Yard will be added to CIF cost.
 - 12.4 Delivery of the goods at MDL premises should be responsibility of the vendor. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
 - 12.5 For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

- 12.6 Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For EG. the maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder ie 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.
- 12.7 Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.
13. Consignee: The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to 'GOODS RECEIVING SECTION and further to designated stores 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.
- 13.1 An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.
14. Modifications to the Bids:- 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.
- 14.1 Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids However the same will be considered after the said bidder is adjudged as L1.
15. Public Grievance Cell: - A Public Grievance Cell headed by General Manager (SB-Works) 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 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23738155.
16. 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.
17. 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 Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.
- 17.1 Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.
18. In the event, we do not receive acceptance formats duly filled for Tender Enquiry Form (TEF), General Terms and Conditions (GT&C) & Standard Terms and Conditions (STACS), it shall be presumed that all our tender terms and conditions are acceptable to you.

19. The successful Tenderer will have to pay a Security Deposit @ 5% of the order value within 15 days of Purchase 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. In case of failure to submit Security Deposit within 15 days, EMD submitted shall be forfeited and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order. In the event of failure to execute the order satisfactorily, the Security Deposit will be forfeited.

20. 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.

Bidders will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.

MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.

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

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

Yours faithfully,

For MAZAGON DOCK LIMITED,

(Purchase Officer)

Stamp

Enclosures:

Enclosure -1 Scope of work / supply & QA requirements. (If Applicable)

Enclosure -2 Tender enquiry terms Acceptance Format

Enclosure -3 Standard Terms & Conditions (STACS) with acceptance format

Enclosure -4 General Terms & Conditions with acceptance format

Enclosure -5 Rate Schedule Format

Enclosure -6 ECS / RTGS / NEFT Format

Enclosure -7 Performa Bank Guarantee For Security Deposite.

Enclosure -8 Performa Bank Guarantee For EMD

TEF ACCEPTANCE FORMAT**TO MAZAGON DOCK LIMITED
IT PURCHASE SECTION**Tender Enquiry No. **GM(CIT)/ADK/IR60654/60017** Tender Date **19/11/2008**

TEF CLAUSE No.	BIDDERS REMARK	TEF CLAUSE No.	BIDDERS REMARK	TEF CLAUSE No.	BIDDERS REMARK

NOTES:

1. Bidders should carefully read the Terms & conditions of the Tender Enquiry Form (TEF), Prior to filling up this acceptance format
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid
3. Bidder(s) should indicate 'ACC' for Accepted, 'DEV' for Deviation Taken for each clause number in the above table
4. 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.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause No.3 (8.1-4) means - Clause nos. 3.1, 3.2 a), b), i), ii) & iii).

STACS ACCEPTANCE FORMAT**TO MAZAGON DOCK LIMITED
IT PURCHASE SECTION**Tender Enquiry No. **GM(CIT)/ADK/IR60654/60017** Tender Date **19/11/2008**

STACS CLAUSE No.	BIDDERS REMARK	STACS CLAUSE No.	BIDDERS REMARK	STACS CLAUSE No.	BIDDERS REMARK

NOTES:

1. Bidders should carefully read the Standard Terms & conditions (STACS) of the Tender Enquiry Prior to filling up this acceptance format
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid
3. Bidder(s) should indicate 'ACC' for Accepted, 'DEV' for Deviation Taken for each clause number in the above table
4. 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.
5. STACS Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example B-5(220) means - clause nos. B-5.1, B-5.2

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**TO MAZAGON DOCK LIMITED
IT PURCHASE SECTION**Tender Enquiry No. **GM(CIT)/ADK/IR60654/60017** Tender Date **19/11/2008**

GT&C CLAUSE No.	BIDDERS REMARK	GT&C CLAUSE No.	BIDDERS REMARK	GT&C CLAUSE No.	BIDDERS REMARK

NOTES:

1. Bidders should carefully read the General Terms & conditions (GT&C) of the Tender Enquiry Prior to filling up this acceptance format
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid
3. Bidder(s) should indicate 'ACC' for Accepted, 'DEV' for Deviation Taken for each clause number in the above table
4. 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.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause No.A-3 (A-80) means - Clause nos. A-3.1,A-3.2,A3.3.

RATE SCHEDULE FORMAT

TENDER ENQUIRY NO. GM(CIT)/ADK/IR60654/60017

DATE . =19/11/2008

Sr. No.	Description	Rate
1	<u>Basic Rate</u>	
2	Packing & Forwarding Charges	
3	Excise Duty (E.D.) @.....%.....	
3a	Educational Cess Tax @ % (on E D)	
4	C S T / VAT @%	
5	Inspection / Testing Charges	
6	Delivery Charges	
7	Octroi Charges	
8	Insurance Charges	
9	Other Charges (If any)	

Note :

1. The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If, however, there is no charge against any head, the vendor may state 'NOT APPLICABLE' against such row.

2. Rate schedule indicating percentage of E D, CST/VAT applicable & so indicated under Description column must be submitted along with Bid.

3. The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorised person.

MAZAGON DOCK LIMITED
DOCKYARD ROAD,
MUMBAI – 400 010
ECS – FORMAT

BIDDER'S NAME :

ADDRESS :

VENDOR REGN. CODE NO. WITH MDL :

BIDDER'S BANK NAME :

BANK BRANCH ADDRESS :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :

SAVINGS	CURRENT	OTHERS*	*give details
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NAME OF BANK :

MICR NO. (9 DIGITS) FOR PAYMENT :

BIDDER'S PAN NO. :

NOTE : (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PEFORMAT APPENDED BELOW.

(ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF DULY CANCELLED.)

We hereby authorize Mazagon Dock Limited to make all due payments through ECS by effecting credit in our above mentioned bank account

We, hereby, declare that particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user **institution responsible.**

Date **AUTHORISED SIGNATORY OF THE BIDDER**

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP

Date _____

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

[illegible][illegible]

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[illegible]

4. Supplier's / Vendor's Complete Postal Address:

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

Saving Bank Account:		Cash Credit Account:		Current Account:	
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[illegible]

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

Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Authorized Signature of the Officer of the Bank.

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT
(ILLUSTRATIVE FORMAT)

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

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

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

NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:

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

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

We, the SURETY, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the CONTRACTOR under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the CONTRACTOR till the PURCHASER certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said CONTRACTOR, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the PURCHASER in writing.

We, the SURETY, further agree that liabilities and obligations of the SURETY arising under or by virtue of this guarantee shall not be discharged by any variation of the terms or conditions of the said CONTRACTOR by any grant of time given or any indulgence shown by the PURCHASER to the CONTRACTOR. It is agreed that the liabilities under this guarantee shall not exceed (currency /amount) (In words).

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

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

Date:
sign

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

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

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(ILLUSTRATIVE FORMAT)

WHEREAS M/s _____ intend to submit a tender (herein after called the Tender) to M/s Mazagon Dock Limited (hereinafter called the Company) for the invitation to tender by MDL vide reference no.: _____ dated: _____ for the requirement of _____ (items/services/civil works etc.)

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: _____ bind ourselves unconditionally and irrevocably for payment to the Company of the sum of (currency / amount) as Earnest Money Deposit to indemnify MDL in case of default. The conditions of the above obligations are such that if M/s _____ shall not keep their Bid being submitted to the Company as set forth in the instructions to Bidder valid and unaltered until *** months from the due date _____ of the tender, viz. _____ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, Other wise to be null and void. In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s _____ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his bid in a manner not conforming to Tender Conditions and / or not acceptable to the Company during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If a bidder whose offer has been accepted fails to furnish Security Deposit within fifteen days of award of the ORDER / CONTRACT or by the date Mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by the Company and in any other case until _____ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

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

Date: Signature of a person duly authorized to sign

On behalf of the Bank, with Seal of the Bank

* INDIGENOUS SUPPLIERS TO SUBMIT THIS EMD ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- FROM NATIONALISED / SCHEDULED BANK ONLY.