



माझगांव डॉक शिपबिल्डर्स लिमिटेड | MAZAGON DOCK SHIPBUILDER LIMITED

निविदा क्र 3000000342 Dated 16.11.2017

Supply, Installation & Commissioning of MS-SQL Server 2016 STD Edition, MS PROJECT PRO 2016, PDF TO MS-Word & MS-Excell Convertor and Adobe Acrobat PRO DC Subscriptions



Part- A

माझगांव डॉक शिपबिल्डर्स लिमिटेड / MAZAGON DOCK SHIPBUILDERS LIMITED

(भारत सरकार का उपक्रम) / A Government of India Undertaking

डॉकयार्ड रोड, माझगांव, मुंबई 400 010 / Dockyard Road, Mazagon, Mumbai 400 010.

Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division

Tel. No. 2376 2149 / 2240 Fax No (022) 23721551

वेब निविदा सूचना (भाग २) / WEB TENDER ENQUIRY (Two Bid System)

ई पोर्टल | E-Procurement Portal :- <http://eprocuremdl.nic.in>

वेबसाइट | Website : WWW.Mazdock.Com

विभाग/DEPARTMENT: सीआईटी/CIT

अनुभाग/SECTION: आईटी-वाणिज्य/IT PURCHASE

ई-निविदा|E-TENDER NO: 3000000342

बयाना जमा | EMD: Rs 60,000/- (Rs. 60 Thousand)

निविदा दिनांक TENDER DATE	16.11.2017
निविदा बंद होनेका समय TENDER CLOSING DATE & TIME	07.12.2017 at 14.00 Hrs.
निविदा खुलनेका समय TENDER OPENING DATE & TIME	08.12.2017 at 11:00 Hrs.

1. कार्य का विवरण -Description of Work / Supplies:

Supply, Installation & Commissioning of MS-SQL Server 2016 STD Edition, MS PROJECT PRO 2016, PDF TO MS-Word & MS-Excell Convertor and Adobe Acrobat PRO DC Subscriptions as per Tender document.

माझगांव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गये विवरण के अनुसार एक बोली वाणिज्यिक नियम एवं शर्तों के साथ तकनिकी बोली और मूल्य बोली के अंतर्गत ई पोर्टल (<http://eprocuremdl.nic.in>) के माध्यम से बोलिया आमंत्रित की जाती है |

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Vendors in Two Bid System (Techno Commercial Bid and Price Bid) on our e-procurement portal <http://eprocuremdl.nic.in>, for the Work/Services as detailed in this tender document:

नोट : *Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.*



2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS

Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:

2.1 **Submission of bids against e-Tender:** The bidder is required to quote online on the e-Procurement website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

2.2 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

2.3 National Informatics Centre (NIC) has been appointed as the Application Service Provider (ASP).

2.4 **Assistance for Online Bidding only:** In case of any difficulties during online submission of offer, bidders are requested to contact the undersigned, before the closing date of the tender to Mr. Akshay Vichare, 022-2376 3251, Mb No: 9022422364. Bidders can also contact toll-free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>

In case of any further problems / issues are being faced during online bidding on e-procurement portal ,maintained by NIC, you may contact to Mr. Sagar U Shende, Manager, Ph No 022 23763249 for facilitating the addressal of you problem / issues.

Also, a Training program is arranged in MDL Premises on every working Fridays in one session (1400 - 1600 hrs) for prospective/willing Bidders and those bidder should sent request email to sushende@mazdock.com.

2.5 In case of improper/blank on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be construed that all our tender terms & conditions are acceptable to you.

2.6 Online User Manual is available on the website for the guidance of bidders & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

2.7 An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <http://www.mazdock.com>, on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocuremdl.nic.in>).

2.8 MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

2.9 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. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. 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.

2.10 Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after



closing date and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.

2.11 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay.

3. पूर्व योग्यता मानदंड | PRE-QUALIFICATION CRITERIA:

3.1 Bidders should upload a scanned image of the following documents along with their e-Bid (Part I Techno Commercial Bid) as a part of submission of their offer.

Note- MDL Permanent bidders should upload a scanned image of valid registration certificate; duly authorized. Uploading of documents at Sr. No. i), ii) and iii) mentioned below are not required for MDL permanent registered vendors. However, remaining all mentioned documents are mandatory for all bidders.

3.2 For Items:

- Bidders Company Profile and valid Shop & Establishment registration certificates.
- List of personnel with designation, qualification and experience.
- Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2017
- Bidder's average turnover during last 3 years ending 31st March 2017 should be at least Rs. 15,00,000/- (Rs 15 Lakhs).
- The bidder should have completed similar orders of value Rs.9.00 Lakhs (combined in Max 5 orders installations for supply and installation of Microsoft and Adobe Software) during last 3 years (as on previous month). Purchase Orders & Completion Certificates to be provided for the supply of similar types of supply.
- The bidder should either be the OEM of the product / Authorized Dealer / Distributor / Service provider / Channel Partner. The Bidder shall have to furnish a letter from the OEM authorizing them to supply against this tender.

3.3 MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary including right to ask for all hard copies of bidders registered with Mazagon Dock Shipbuilders Limited for copy of valid registration certificate. Hard copies must be submitted within stipulated time failing which offer shall be summarily rejected.

3.5 It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

4. बयाना जमा | EARNEST MONEY DEPOSIT (EMD):

4.1 Indigenous bidders shall furnish EMD of Rs. 60,000/- (Rs. 60 Thousand only) in the form of DD/ NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED. Foreign bidders shall submit bid bond/SWIFT Message of equivalent foreign currency. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

4.2 In case of bid bond / Bank Guarantee, Financial instrument must be drawn on as per the list of First Class banks approved by CPPC published on MDL website(Home→ Tenders→Bills/EMD status), payable at Mumbai & shall valid for 4 more weeks beyond the tender validity period.

4.3 Bidders can also make payment towards EMD electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802



Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

Bidders have to enter Vendor Name, Nature of Payment and Tender No. in Text / Narration Field while making NEFT / RTGS payment to Mazagon Dock Shipbuilders Limited and a scanned copy of payment made should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

4.4 Bidders are requested to upload the scanned copy of DD/NEFT/Bank Guarantee online towards EMD submission along with the bid. Bidders also requested to forward original financial instrument super scribing Tender no & Tender date by speed post / Registered Post / Courier Service within 7 days from tender closing date on below address:

Mazagon Dock Shipbuilders Ltd.
PE(CIT-Commercial).
CIT Dept, IT Purchase Section, 4th floor, Mazdock House.
Dockyard Road, Mumbai-400010.

4.5 Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

4.6 Bids will not be considered if the online details of EMD do not match with physical copies submitted.

4.7 EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

4.8 बयाना जमा प्रस्तुत करने से छूट | EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

- State & Central Government of India departments, Public Sector Undertakings.
- Firms Permanent registered with Mazagon Dock Shipbuilders Limited (MDL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload valid copy and submit the copy of the registration certificate along with the list of items/services pfor which they are registered, as issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- All Micro and small Enterprises subject to their submission of valid registration Certificate from competent authority regarding their Micro/Small Industry status.

5. वैधता अवधि | VALIDITY PERIOD:

Bids / Offers shall have the validity period of 120 Days from the tender closing date. Bidders are requested to offer 120 days validity as per Tender Terms.

Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

6 दो बोली प्रणाली में प्रस्ताव प्रस्तुत करे | SUBMISSION OF OFFER IN TWO BID SYSTEMS:

Offer must be submitted online on the MDL's e-Procurement portal 'http://eprocuremdl.nic.in'.

Bids must be in two parts, I.e. Part-I Techno-Commercial bid and Part-II Price Bid, as appearing on line.



(A) भाग १ तकनीकी -वाणिज्यिक (Part-I (Techno-Commercial bid):

- i. Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.
- ii. Bidders to carefully fill all listed online forms providing their comments/ Acceptance/ deviations, if any, in the space provided online against respective clauses of Technical specifications, Tender terms & conditions, GT&C and STAC etc.
- iii. Bidders / Suppliers not permanently registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as mentioned at Para 3 above.
- iv. Bank details for payment by RTGS/NEFT in the format with Scanned image of PAN card and a cancelled cheque shall be uploaded.
- v. The scanned image of DD /BG towards EMD /BID BOND for the amount as stipulated in TEF clause shall be uploaded.
- vi. The scanned image of DD/BG towards Earnest Money Deposit (EMD)/BID BOND/IPBG as stipulated in tender annexure shall be uploaded. The original of these documents shall be forwarded to PE(CIT-C) as per address mentioned in Para 5.4 above in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 days from the tender closing date.

(B) भाग २ मूल्य बोली -Part-II (Price Bid)

- i. Bidder to fill their prices online, strictly, in the online price bid form only. Prices & other charges (as listed in form) to be entered/filled in the applicable head/cell/columns only, as prices in wrong head/cell/column which are not applicable to you (bidder) will finally affect your (bidders) total landed cost & accordingly ranking. In case of any discrepancy in the Blank Rate Schedule Format and actual on-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the on-line Price bid shall prevail over the details in blank rate schedule format.
- ii. Wherever any charges from the listed charges are not applicable to bidder, then 'zero' to be entered in that respective head/cell/column attaching justifications/reasons in technical bid on letterhead for such items indicating 'zero'.

7. बोली अस्वीकृति करनेकी कसोटी | BID REJECTION CRITERIA:

7.1 Following bids shall be categorically rejected:

- i. The Bids received after tender closing date and time.
- ii. Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- iii. Not Submitting EMD.

7.2 Following bid rejection criteria may render the bids liable for Rejection:

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for 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 MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidders not agreeing for post sale product support/post work completion support.
- vi. Unreasonably longer delivery period quoted by the firm.
- vii. Non-submission of authorization letter towards being dealer/ partner/distributor from OEM



- viii. Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
- ix. Bidders not agreeing to furnish required Undertaking of Authenticity for IT Products Supplies.
- x. Bidders not agreeing to furnish original Hard copies for verification in relation to pre-qualification criteria of the tender if felt necessary by MDL.

8. समापन अवधि | DELIVERY PERIOD / COMPLETION SCHEDULE:

The delivery / completion schedule is six weeks from the date of placement of order.
Kindly quote the earliest delivery/completion period.

9. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender Enquiry at Enclosure - 2 for free delivery of the items in MDL Stores & completion of work at MDL Site. The prices quoted shall remain firm and fixed during the currency of the order /Contract unless agreed otherwise by MDL.

10. भुगतान की शर्तें | TERMS OF PAYMENT:

10.1 No Advance in any manner will be paid to the contractor.

10.2 For Item Sr. No. 100 & 200 : 100 % of payment after Successful Supply, Installation , Configuration and Commissioning of item as per Tender / PO.

For Item Sr. No. 300 & 400 : 90% of payment of Successful Supply, Installation , Configuration and Commissioning of item as per Tender / PO and 10% of Basic Value of Item Sr. No. 300 & 400 shall be paid on submission of PBG of equivalent amount valid till end of contract period plus additional 4 weeks.

Payment for the value of supplies after successful commissioning & acceptance of system by MDL, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including GST as may be payable through RTGS/NEFT between 15 to 20 days-

Payment will be done after receipt/completion of followings:

- Complete set of the items / Equipment, spares through GRS.
- Successful installation, configuration, testing and commissioning of items at all locations.
- Original Invoice documents in Triplicate.
- Guarantee/Warranty certificate as per Tender/order.
- Work completion Certificate from MDL User dept certified by Executive in the rank of CM & above.
- Technical documentation/deliverables in requisite sets if required.

Note: Bidders shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT format as per Annexure-8 provided with the tender enquiry

11. कर और शुल्क | TAXES & DUTIES:

11.1 GST as per GST Act 2017 shall be payable extra as quoted and agreed.

11.2 MDL provisional GST ID is 27AAACM8029J1ZA and bidders shall mention GSTIN, HSN, Place of supply, signature of vendor etc while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part.



11.3 If the vendor registered/Composition under GST, the GST Registration no (15 Digit) issued by GOI shall be mandatory. Vendor/s having multiple business verticals within state /at multiple states with separate GST no shall forward GSTIN of only that vertical which is involved in supply of goods and/or services.

In case of unregistered vendor quotation, the GST shall be paid by MDL directly to GSTN under reverse charge mechanism or otherwise for which no input tax credit will be available to vendor and vendor is deemed to have confirmed that he will not claim ITC for such items.

11.4 Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration to be given in technical bid.

11.5 If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier/ contractor. Supplier/ Contractor shall pay penalty and/ or interest imposed on MDL or loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier/Contractor or otherwise.

11.6 In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed/ denied to MDL / reversed subsequently as per GST Laws due to non/ delayed receipt of goods and /or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing or returns or any other reason not attributable to MDL. Supplier/Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/ contractor and MDL ends up in reversal of credit and / or payments, supplier/ contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.

11.7 If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading or monthly returns by supplier/ contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.

Note: i) If vendor is a composition /unregistered dealer under GST, vendor needs to give a declaration that he is a composition/ unregistered dealer with requisite documents.

ii) Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.



12. निविदा कि शर्तों की मान्यता | ACCEPTANCE OF TENDER TERMS:

12.1 Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 27 of Tender Enquiry, Acceptance Formats given with tender. The bidder also shall abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure -8.

12.2 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 construed that all the Tender terms and conditions of TEF, STACS and GT&C are Acceptable to you.

13. भार लादने का मापदंड | LOADING CRITERIA:

An illustration of the loading criteria for normalizing the bids, in regard to variations in payment terms, variations in commercial terms etc for ranking of bids to judge L1 will be adopted is at Annexure -10 attached as Illustration for loading criteria.

- i. Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:
- ii. It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.00% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- iii. For 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.
- iv. Deviations sought in respect of Liquidated Damages (LD): - Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 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 bidders adhere to the stipulated clause.

14. सुरक्षा जमा | SECURITY DEPOSIT:

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/ order excluding GST. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annexure-6 in favor of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract/Placement of Order valid till the contractual period plus additional 4 weeks.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks in the prescribed format and valid till successful delivery/completion date plus additional 4 weeks (for claim period). There shall be deductions in the form of payment of interest on the delayed period of submission beyond stipulated period of 25 days of submission. Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.



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- Note:** 1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→Vendors →Bills/EMD status)
2. In case of BG towards SD, please ensure that the BG is sent directly to MDL by registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.
3. MDL does not extend any concessions such as exemptions in payment of PBG to any organizations irrespective of their status like permanent registration with MDL, NSIC and SSI etc.

15. प्रदर्शन बँक जमानत | PERFORMANCE BANK GUARANTEE (PBG):

The successful bidder shall submit the performance bank guarantee (PBG) for the 10% of the total order value of item sr. no 300 & 400 excluding GST in the form of DD /Pay Order/ Bank Guarantee in favour of Mazagon Dock Shipbuilders Ltd, Mumbai valid up to end of contract period plus additional 4 weeks.

In case of Bank Guarantee, BG shall be valid for contractual period of three years warranty/support plus additional 4 weeks (for claim Period) from the date of satisfactory commissioning/sign off by MDL

In the event of non-performance of the item and if you fail to attend the guarantee defects within reasonable periods of time, the Performance Bank guarantee will be en-cashed. MDL decision shall be final and binding on you in this regard.

Note:

1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home → Tenders → Bills/EMD status).
2. In case of BG towards PBG, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.

16. बोलियों में संशोधन | MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online. Also Bidders intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.

17. निविदा खोलने की प्रक्रिया | TENDER OPENING STAGES:

The participant bidders can also witness the following activity of the bids online from their location by logging on to the e-portal with their Class-IIIB or Digital Signature Certificate of higher version.

Techno-Commercial Bid with price will be opened online on the Tender closing date at the declared time/day (or next working day if the closing date happens to be a holiday declared by MDL) by a team of MDL's Tender Opening Officers.

18. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by GM (Finance) 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 23762106 Or Board Line No.23762000/3000/4000.

19. परिनिर्धारित नुकसान | 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 Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / 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.

20. एमडीएल छुट्टियों पर कार्य | 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 Personnel department and Security through concerned Dept.

21. मूल्य/खरीद प्राथमिकता | PRICE/PURCHASE PREFERENCE:

No Price/Purchase preference shall be given to any bidder irrespective of their status.

22. गारंटी / वारंटी | GUARANTEE/ WARRANTY:

Bidder should provide 3 Years subscription (For Item Sr. No. 300 & 400) as per Tender documents. During this period, all defects will be rectified by repairing or replacing part or whole software as necessary, free of charge. Any consequential damage/defect or loss of items against this tender due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/replaced by the bidder free of cost.

Note:

1. Vendor has to provide onsite support during the warranty period and trouble shoot issues with regards to all components on Non-chargeable basis.
2. Vendor should carry out all the configurations and install all the patches/upgrades and carry out any other relevant activity during the period as per MDL's requirements for completion of the Project.

23. बोलियों की क्रम सूची | RANKING OF BIDS:

L1 determination will be done on item level basis. Bidders are requested to fill up their rates as per rate sheet strictly.

The ranking of Price Bids & L1 determination at the item level of quoted basic.

Bidders can bid for single or multiple items mentioned in the ratesheet.

Note:

1. Online ranking visible to the bidders after opening Price Bid is without loading parameters and as applicable. However, L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender.
2. In case the quoted Taxes & Levies in the price bid is not found in accordance with GOI schedules. The total prices quoted in Price bid Part II will be considered for L1 determination and the firm has to accept the basic prices derived after considering applicable Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid.

24. निरीक्षण और कार्य पूर्ति | INSPECTION & WORK COMPLETION.

- i. All items supplied as per scope at MDL shall be visually inspected by MDL. Only After visual inspection & Acceptance by MDL Official items to be installed.
- ii. Final Work Completion Certificate for execution of entire scope or supply/services as defined in order certified by Executives in the rank of CM & above of User Dept on satisfactory completion of work & acceptance by user.



- iii. Items damaged during transit shall also be rectified or replaced by the supplier free of cost within shortest possible time.

25. माल पाने वाला | CONSIGNEE:

The successful bidder shall arrange dispatch of goods on door delivery basis by appropriate Rail/Road/Air transport as per the order to MDL, Mumbai on working days in working Hours in case truck/tempo reaches hour yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking charges at receipt location shall be to bidder account. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of Lorry Receipt (LR).

26. FREAK LOW RATES:

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.

27. माडॉलि अस्वीकरण नीती | MDL DISCLAIMER POLICY:

MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tender without assigning any reason.

MDL shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

Yours faithfully,

For माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED,

मुख्यप्रबंधक (सीआईटी- वाणिज्य) | Manager (CIT - C)

Following documents, references & formats forms an integral part as per the tender terms. All Terms n Conditions & formats available on MDL Website www.mazdock.com. Please refer website for any further communication or corrigendum to the tender if any.

वेबसाईट पर विस्तार पथ: होम > निविदाएं > आईटी प्रापण > आईटी प्रापण निविदाएँ मानक नियम एवं शर्ते प्रारूप

Detail path on website: Home > Tenders> IT Procurement > IT Proc Notifications /STACS Format

संलग्नपत्र १ | Annexure 1 – Technical Specifications/ Scope of work

संलग्नपत्र २ | Annexure 2 – Rate Sheet Format.

संलग्नपत्र ३ | Annexure 3 - Standard Terms & Conditions (STACS) - Items.

संलग्नपत्र ४ | Annexure 4 - General Terms & Conditions (GT&C) – Items & Services.

संलग्नपत्र ५ | Annexure 5 - Tender Enquiry Terms.

संलग्नपत्र ६ | Annexure 6 - PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT.



संलग्नपत्र ७ | Annexure 7 - Proforma Bank Guarantee for Performance.

संलग्नपत्र ८ | Annexure 8 - RTGS/NEFT/ECS Format.

संलग्नपत्र ९ | Annexure 9 - Statutory requirements, Official Secret Act 1923 & Safety Clause.

संलग्नपत्र १० | Annexure 10 - Illustration for loading factors for ranking of bids.

संलग्नपत्र ११ | Annexure 11 PROFORMA BANK GUARANTEE FOR BID BOND / EMD

संलग्नपत्र १२ | Annexure 12 - Undertaking of Authenticity for IT Products Supplies.



Annexure -1

Technical Specifications/ Scope of work.

A) Technical Specifications

Item No 100: SQL Server 2016 STD Edition Or Latest : Qty: 4 Nos. Perpetual Licenses.
(SqlSvrSTDCORE 2016 SNGL OLP 2Lic NL CoreLic or Latest)

Item No 200: MS Project PRO 2016 SNGLP OLP NL Or Latest Qty: 10Nos. Perpetual Licenses.

Item No. 300;PDF TO MS WORD AND EXCEL CONVERTOR (ACROBAT PRO DC) : Qty: 10 Nos. with 3 Years Subscription.

Item No. 400:ADOBE ACROBAT PRO DC latest Version with 3 Years Subscription .

B) Scope of work

For Item No 100: SQL SERVER 2016 STD EDITION OR LATEST.

1. Supply of Licenses for the above software along with the License Keys.
2. The software Licenses to be perpetual in Nature.

For Item Sr. No. 200 : MS Project PRO 2016 SNGLP OLP NL Software's Perpetual Licenses.

- 1) The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning and set to work of Software and its associated modules and Warranty at MDL as per the technical specifications mentioned above.
- 2) The supply of all the Software components shall be with the required perpetual licenses or with any other mechanism ensuring that the validity of the license is permanent and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.
- 3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.

For Item Sr. No. 300 : PDF to Word and Excel Converter (Acrobat Pro DC) & Sr. No. 400 ADOBE ACROBAT 3 Years Subscription License.

- 1) The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning and set to work of Software and its associated modules and Warranty support at MDL as per the technical specifications mentioned above.
- 2) The supply of all the Software components shall be with the required 3 Years subscription licenses or with any other mechanism ensuring that the validity of the license is 3 years and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.
- 3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.
- 4) The duration of subscription for software will be initially for a period of 3 (Three) years, and will commence immediately after the successful completion and acceptance of the software.
- 5) The vendor has to maintain the supplied software and ensure smooth running of the same during the entire period of warranty / subscription.
- 6) At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of warranty.



7) Vendor shall provide installation and warranty services. Accordingly the supplier warrants that the products delivered under this order shall be free from defect in material, workmanship and manufacture, for a period of 36 months or as specified in the order from the date of supply/installation. If found defective during the said warranty period, supplier shall repair and/ or replace at his cost within a period of 2 working days.

8) The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.

9) Telephonic / email support from 09:00 am to 6:00pm shall be available on all working days.

For Item Sr. No. 400: ADOBE ACROBAT PRO DC LATEST VERSION LICENSE

1. Supply of Licenses for the above software along with the License Keys.
2. The software Licenses with three years subscription.

C) General Scope of work

- 1) Supply, installation and commissioning of all the license software.
- 2) Satisfactory commissioning is within vendor scope of supply & the order will be construed as completed only after successful commissioning of all items in contract /order
- 3) All items shall be supplied at MDL
- 4) At the destination site cartoon/boxes will be opened in the presence of the authorized person/users and vendor representatives
- 5) Break down call should be attended within 1 working day and resolved within three working days after lodging complaint.
- 6) Penalty will be applied thereafter per day @ 0.5% of per unit rate, capped max to 15% of total value of each unit per incidence.

D) Services to be provided in this tender:

- 1) Delivery of items: At the destination site cartoon /boxes will be opened in the presence of the authorized person/Users and vendor representatives.
- 2) Installation & Commissioning: Upon satisfactory installation of the equipment. Vendor should obtained signed installation certificate from the authorized person/User. The same shall be submitted along with the bills by the vendor for payment.

दर पत्रक | Rate Sheet

Item Sr. No. on Tender	Material / Service Details	Qty* *	UNIT	Basic Rate Rs.	GST as applicable in %	HSN Code	Total cost incl. of Taxes & Duties Rs.
100	SQL SERVER 2016 STD EDITION OR LATEST PERPETUAL LICENSE (SqlSvrSTDCORE 2016 SNGL OLP 2Lic NL CoreLic or Latest)	4	Nos				
200	MS Project PRO 2016 SINGLP OLP NL Software's Perpetual Licenses.	10	Nos				
300	PDF TO WORD AND EXCEL CONVERTOR (ACROBAT PRO DC) or Latest Version with 3 YEARS SUBSCRIPTION .	10	Nos				
400	ADOBE ACROBAT PRO DC or Latest Version with 3 YEARS SUBSCRIPTION .	1	NO				

टिप्पणी | Note:-

1. Vendors are requested to fill up every column as applicable strictly as per Rate Sheet & for technical specification/scope of work, please refer tender document.
2. You may contact Mr. Kanojia , CM(CIT) on 022-23762149 , Email - akanojia@mazdock.com for physical inspection of hardware on buyback before quoting buyback prices if required.

**Quantity mentioned in rate sheet is indicative however, the quantity may be increased (upto 100%) /decreased at the time of placement of order as per the terms of the tender & rates quoted in your e-offer.

.....



ACCEPTANCE FORMAT FOR STANDARD TERMS AND CONDITIONS (STACS)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000342

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV
101		231		303	
102		241		311	
103		251		321	NA
121		261		331	
201		271		341	
211		281		351	
212		291		352	
221		301		361	
222		302			

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender 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 220 means - clause nos. 220, 221, 222.

Note: Please refer website www.mazdock.com > Tenders> IT Procurement > IT Proc STACS/Format for detailed terms and conditions.



ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000342

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A21		A93	NA	A162	
A31		A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	NA
A61		A121		A171	
A71		A131		A181	NA
A81		A132		A191	
A82		A133	NA	A201	NA
A83		A141		A230	
A91	NA	A151			
A92	NA	A161			

COMPANY'S NAME & ADDRESS :

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

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. A10 means - Clause nos. A11, A12, A13.

Note: Please refer website www.mazdock.com > Tenders> IT Procurement > IT Proc STACS/Format for detailed terms and conditions.



ACCEPTANCE FORM FOR TENDER ENQUIRY FORM (TEF)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000342

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		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18		28	
9		19			
10		20			

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

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 means - Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).

Note: Please refer website www.mazdock.com > Tenders> IT Procurement > IT Proc STACS/Format for detailed terms and conditions.



ANNEXURE – 6

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs 500)

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 fulfill the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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



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

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

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

For Bank (by its constituted attorney)

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

NOTE :-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.



PROFORMA BANK GUARANTEE FOR PERFORMANCE
(On Non-Judicial stamp paper of value Rs. 500.)

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 Registered office at (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall 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 10% 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

7. Notwithstanding anything contained herein above:

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



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

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

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

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

For Bank (by its constituted attorney)

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

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.



RTGS/NEFT - MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

Grid for Supplier's / Vendor's Name

2. Supplier's / Vendor's Name as per Bank Records:

Grid for Supplier's / Vendor's Name as per Bank Records

3A. Supplier's Code

3B. Supplier's PAN Number: #

Grid for Supplier's Code

Grid for Supplier's PAN Number

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

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

Grid for Supplier's / Vendor's Complete Postal Address

5. Supplier's / Vendor's E-mail ID:

Grid for Supplier's / Vendor's E-mail ID

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

Grid for Telephone and Mobile Numbers

7. Name of the Bank:

Grid for Name of the Bank

8. Bank (Branch) Postal Address:

Grid for Bank (Branch) Postal Address

9. RTGS*/NEFT** - Code of the Branch:

Grid for RTGS*/NEFT** - Code of the Branch

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".



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.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:	<input type="checkbox"/>	Cash Credit Account:	<input type="checkbox"/>	Current Account:	<input type="checkbox"/>
----------------------	--------------------------	----------------------	--------------------------	------------------	--------------------------

11. Bank Account Number of the Supplier: ©

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

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.

12. MICR code:

Date: Supplier's Seal: Authorized Signature of the Supplier:

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

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

MAZAGON DOCK SHIPBUILDERS 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

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 Shipbuilders Limited to make all due payments through ECS by effecting credit in our above mentioned bank account.



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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



EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) : "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.



SECTION 8 : "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : "INCITEMENT"

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11 : "SEARCH WARRANTS"

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.



A) LOADING FACTORS FOR RANKING OF BIDS

(ILLUSTRATIVE FORMAT)

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

B. Loading due to variations in Financial Term .

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

Loading on Account of deviations in following commercial terms.

11	Security Deposit / Contract performance guarantee.			
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12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		
D. Landed Cost:				
18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

Note :

- a) Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.
- b) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads. Set off on any taxes and duties shall not be considered for ranking of bids.
- c) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.
- d) 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 statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- e) It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier.



PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(On Non-Judicial stamp paper of value Rs. 500)

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 WHERE OF the Bank has executed this document on this..... day of

For Bank (by its constituted attorney or the person authorised to sign)

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

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL

Bank SWIFT A/c. No. is SBININBB101.



Undertaking of Authenticity for IT Products Supplies

To,

I.T. Purchase Section

Mazagon Dock Shipbuilders Limited

Dockyard Road, Mazagon

Mumbai - 400 010

Sub : Supply of IT Software

Ref : 1) Your Purchase Order No.

Dated

2) Our Quotation No. / Invoice No _____ Dated

_____.

With reference to the IT Software being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above.

We hereby undertake that all the software supplied against above, shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the IT Software without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

* Authorized Signatory

Name

Designation

Place

Date

* The authorized signatory should not be lower than the company secretary of the system OEM.