



TENDER NO. 2000006712 dated 29.06.2017
Web Tender in Two Bid System
(Closing on: Date- 20.07.2017, Time -1400 Hrs)
(Opening On: Date 20.07.2017, Time -1400 Hrs)

Mazagon Dock Shipbuilders Limited

Phone: 2376 3408, Fax: 2373 8151

E-Mail: ntparate@mazdock.com

Dear Sir / Madam,

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL) {formerly known as Mazagon Dock Ltd} invites competitive bids in Two Bid System for the supplies as per Tender Enquiry. The Tender Enquiry can be downloaded from our website www.mazdock.com Go to Tenders>Shipbuilding>Material Purchase and is also available on CPP portal.

1. Technical Specification & Scope of supply:

In case of any Technical Query prior to submission of bid, bidders may communicate the undersigned on Tel. No. 022-2376 3408 or email – ntparate@mazdock.com

If the bidders find discrepancies in tender conditions specification or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.

- 2. Provision for reservation to MSE Manufacturers:** Ministry of Micro, Small & Medium Enterprises, Govt. of India, vide OM No.1(2)(1)/2016-MA dated 09 Feb '17, has directed all CPSUs procuring goods exclusively reserved 358 items for MSEs, to procure the same from **manufacturing enterprises only, for which they are registered**. It is further stated that MSEs involved in trading activity i.e. Trading Enterprises are not covered under the definition of Micro and Small Enterprises and, therefore, are not eligible to avail the benefits of PPP for MSEs Order 2012.

MSEs Manufactures will be considered for the supply of 20% of requirement in case of emerged L1 bidder is other than MSEs bidder/s and MSEs bidder/s quoted prices are in the bracket of L1 + 15% and agree to match with L1 prices. 4% out of 20% will be awarded to MSEs owned by SC / STs under the above criteria for reservation of quantity for award to MSEs vendors.

- i. Offer of MSE bidders not submitting PO copies of similar supply will be Liable for rejection. MSE Manufactures must submit valid MSE registered certificate for having MSME registration for tendered item along with all pre-qualification documents as applicable to this tender.
- ii. MSE Manufactures shall submit duly certified hard copy of details / information declared for UAN registration

Note: MDL reserves the right to verify the authenticity for having MSE status.

3. Pre-Qualification Documents & Criteria:

Bidders should submit the scanned copies of following documents along with Part-I Techno Commercial Bid.

- i. Shop & Establishment registration certificate or registration certificate from local bodies for conducting business or Factory License.
- ii. Copy of PAN card.
- iii. Copies of valid registration certificate in case of bidders / firms registered with SSI/NSIC/MSME/ISO/MDL.
- iv. Purchase Order copies in support of the bidders experience and past performance on similar supplies for last 3 years.
- v. Bidders registered with Mazagon Dock Shipbuilders Limited should submit copy of valid registration certificate with MDL and need not submit documents mentioned at i and ii above, all other documents are mandatory for every bidder.
- vi. MSE manufactures must submit valid MSE registered certificate for tendered items.
- vii. MSE Manufactures shall submit duly certified hard copy of details / information declared for UAN registration.

Note: MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.

4. Earnest Money Deposit (EMD) / BID BOND: Nil

5. Validity Period:

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

6. Submission of offer in Two - Bid System: Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part - I & Part - II as stated below:

Part - I: This Envelope super scribing the Tender No, Due date & Time should contain the following:

- i. Technical Bid mentioning the detailed description / technical specification, Make, Part No. etc. as against tender technical specification along with compliance statement.
- ii. Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats duly stamped, signed & filled stating 'Accepted OR Deviation' as applicable for each of the clause.
- iii. Blanked of Price Bid: Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed.
- iv. Deviation Sheet, in case of any deviations from TEF, GT&C and STACs.
- v. Bidders / Vendors registered with MDL should submit the documents as applicable.
- vi. Bidders / Vendors not registered with MDL should submit the documents as applicable.

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

Part - II: This securely closed (sealed) Envelope super scribing Tender Enquiry No., Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender. Offer in any other format shall not be considered. If the space provided is not sufficient, bidder may attach additional sheets. There should be NO OVERWRITING. The rates must be preferably typed.

Both these securely closed Envelopes i.e. Part - I & Part - II should be put in a Third Bigger Envelope securely closed (Sealed), Super scribing Tender No. & Due Date addressed to HOD (M), Mogul House, Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 and should be submitted or deposited in the Green Color Tender Box for Material Purchase located at Reception Centre, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.

In case of bulky documents, which cannot be accommodated in the tender box, the undersigned may be contacted. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned at least one day before the tender closing date. Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

7. Bid Rejection Criteria:

A) Following bids shall be categorically rejected;

- i. The Bids received after tender closing date and time.

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

- i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the bid.
- ii. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- iii. Bids with technical requirements and or terms not acceptable to MDL.

- iv. Bids received without pre-qualification documents / Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- v. Unreasonably longer delivery period quoted by the firm.
- vi. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- vii. Bidders offering Price variation clause.
- viii. MSE bidders not submitting valid MSE registered certificate, for tendered item along with all pre-qualification documents as applicable to this tender.
- ix. MSE Manufactures not submitting the hard copy of declared information for UAN registration / declared information found wrong.
- x. Bidder not agreeing for guarantee for 12 months as per para 12 below.

8. Pricing:

- i. **Bidder shall quote the price** of the item in the prescribed price sheet format at Enclosure-1 of the tender enquiry **for Door Delivery in MDL stores** at Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai -10. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Basic price quoted shall be inclusive of transportation, packing, forwarding & insurance charges to delivery at MDL.
- ii. In case of any discrepancy in the Blank Rate Schedule Format and actual Price Bid after opening of the Price Bids, the details (Taxes, duties and levies) negotiated before Price Bid Opening / in Price Bid shall prevail over the details in blank rate schedule format.

9. Terms of Payment:

- i. **MDL does not pay any Advance Payment.** Payment for the value of supplies duly accepted by MDL, as reduced by any deductibles and / or the amount levied towards liquidated damages, if any and after including Taxes, Duties, Octroi, etc. shall be made through RTGS / NEFT **within 25 - 30 days of receipt and acceptance of material in MDL**, on submission of original invoice along with following Documents: Goods Receiving Note, (ii) Guarantee Certificate on Supplier Letter Head, (iii) Invoice (original) + 3 ink signed / carbon copy invoices, (iv) Order copy and Amendment copies if applicable, (v) Packing List, (vi) Delivery Challan, (vii) Excise Gate Pass as applicable
- ii. The bills to be submitted at the Bill receiving section and addressed to DGM (F – P & S) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai:- 400010.

Note: Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) after execution of the orders/expiry of contract. Thereafter any discrepancies/pending claims regarding payment or any other matter related to this order/contract should be brought to MDL's notice in writing within 30 days of final payment by MDL, beyond which no claims whatsoever will be entertained.

10. Delivery Period / Completion Schedule:

- i. The delivery date indicated in the tender is tentative. Material shall be delivered within 2 weeks from the date of placement of order. Bidders are requested to confirm the delivery schedule in their offer.
- ii. **CONSIGNEE:** The Successful bidder/s shall supply the material on door delivery basis to Stores at various locations 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.
- iii. **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.

11. Tolerance:

5% of Quantity tolerance is permitted in respect of supplied material, due to standard packing of material, if any.

12. Guarantee / Warranty:

- i. The material shall be guaranteed for a minimum period of 12 months from the date of acceptance of material by MDL.
- ii. The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.

- iii. The supplier cannot absolve their responsibility for Guarantee/ warranty of material even though it is inspected & approved by inspection authorities.
- iv. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.

13. Inspection:

- i. **Receipt Inspection:** MDL Inspection Section / Inspection Authority shall carry out necessary inspection of the items on receipt in MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- ii. **Rejection of the material:** Any portion of the material found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. MDL reserves the rights to dispose of the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

14. Security Deposit (SD): Nil

15. Liquidated Damages:

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

16. Taxes& Duties:

- i. Bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately.
- ii. The items-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. Only those bidders who indicate the taxes and duties as above shall be entitled for consideration of increase in the corresponding tax rates in case of variation in the statutory levies.
- iii. Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, the applicable taxes & duties bifurcated from the rates quoted as applicable. No escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the offer.
- iv. Successful bidders / Suppliers 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.

GST Compliance:

In accordance to Government of India (GOI) guidelines towards implementation of GST w.e.f 01.07.2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions /requirement /timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer. Bidders also shall mention the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) numbers for the quoted items/services in their techno-commercial offer, invoice & tax documents.

MDL provisional GST ID is 27AAACM8029J1ZA and bidders shall mention the same 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. MDL shall pay the applicable GST taxes to the successful bidders at actuals & suppliers shall pass on the reduction in prices to MDL on account of change in the tax structure.

17. Loading Criteria:

Deviations sought by the bidder in respect of variation in commercial terms, payment terms shall be negotiated first and thereafter the deviations if acceptable to MDL will be loaded on the bidder/s quoted price before price bid opening for ranking purpose. The loading criteria given below will be adopted at the discretion of MDL for deviations accepted by MDL:

- i. Payment Terms - It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- ii. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be added at the cost to be incurred by MDL.
- iii. 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.
- iv. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

18. Ranking of bids:

- i. Ranking of Price bids shall be done on the basis of “prices inclusive of taxes, duties and levies” on Item wise lowest basis after normalizing for deviations, i.e. Techno-commercially qualified Item wise lowest bidder will be considered for ordering purpose along with applicability of ordering on MSEs bidders fulfilling to MSME criteria as per para 2 wherever feasible to apply.
- ii. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

19. Risk Purchase & Order Cancellation:

In case of delay beyond the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL’s option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.

20. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid not later than the deadline for submission of bids.

21. The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

22. Public Grievance Cell:

A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 6th floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His telephone No. is (022) 23762121 / (022) 23759793.

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

24. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.

25. CONTACT PERSON FOR CLARIFICATION:

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 Shipbuilders Ltd,

N.T.PARATE
Manager (Material - Purchase)

Enclosures:

Enclosure - 1 - Price Bid Format.

Enclosure - 2 - Tender Enquiry Terms/STACS and GT&C Acceptance Format

Enclosure - 3 - Illustration for loading criteria.

* **Following Formats and reference documents are available on MDL website - (www.mazdock.com)**

Tenders-Shipbuilding-Material Purchase and the same are part of tender enquiry.

- Standard Terms & Conditions (STACS).
- General Terms & Conditions of the Tender Enquiry.
- RTGS / NEFT Mandate Authorization Form.
- Statutory requirements, Official Secret Act 1923 & Safety clause.

Tender No: 200006712
PRICE BID (FORMAT)

This annexure should be submitted strictly on supplier's letter head duly filled in, signed and stamped

(If the space provided is not sufficient, you may attach additional Sheet /Annexure).
 (Signature & stamp of authorized signatory on each sheet is mandatory).

Item Sr.	Item Description	Qty.	HSN No.	Rate (Applicable % to be quoted in terms of %. If not payable, "NOT PAYABLE" should be stated)			
				Basic Unit Rate in INR (For Door Delivery at MDL)	SGST %	CGST %	IGST %
100							
200							
300							
400							
.
.
.
.
.
.
900							

Note:

- (i) 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 'NIL' against such row.
- (ii) Bidder shall quote applicable taxes, duties (SGST, CGST / IGST) in the price sheet only.

Company Name & Seal

Authorized Signatory

Tender No: 2000006712
Tender Enquiry Terms Acceptance Format

Tender Enquiry Clause No.	Vendor's Acceptance Accepted / Not accepted (If No then give clarification)

ACCEPTANCE FORM FOR GENERAL TERMS & CONDITIONS

GT&C Clause No.	Sub Clause No.	Bidder's Remark

STACS Acceptance Format

STACS Clause No.	Accepted / Deviation	Bidders Remarks.

Company's Name and Address:

Signature:
Date:
Name:
Designation:
Bidder's Company Seal:

Notes:

- Bidders should carefully read the Standard Terms & Conditions (STACS), General Terms & Conditions (GT &C) included in the tender prior to filling up this acceptance format.
- This format should be properly filled, signed and return by the bidder(s) along with their Technical offer for considering their bid.
- Bidders(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidders(s) to attach Separate Sheet indicating all relevant details such as Number and description of the clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- STACS clause number shown in the above format also includes the sub-clauses under these clauses.

ILLUSTRATION OF LOADING CRITERIA**A.**

Sr. No.	Description	Indigenous vendor without import content
1.	Basic Price Quoted	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3)

B. Financial Loadings:

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

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

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

D. Landed cost:

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

Note : 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.