



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

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

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. K.P.Dicholkar सेवा में/To	2000006716	विभाग/Department क्रय अधिकारी/Purchase Exec. K.P.Dicholkar	MATERIAL-PURCHASE
दूरभाष सं./Telephone		दूरभाष सं./Telephone No	23763254
फैक्स सं./Fax		फैक्स सं./Fax No	23738151
ई-मेल/E-Mail		ई-मेल/E-Mail	kpdicholkar@mazdock.com
		निविदा सं./Tender No	2000006716
		निविदा तिथि/ Tender Date	29.06.2017
		निविदा बंद की तिथि/Tender Closing Date	21.07.2017
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2010012690

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		21.07.2017,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		19.10.2017
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY OF CONSUMBALES FOR INGERSOLL RAND "EVOLUTION" COMPRESSOR MODEL NO. N7-1

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- Filter oil part number 39329602IM	2 Number	12.09.2017
00200	सामग्री सं./ Material Number :-	2 Number	12.09.2017

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	Filter air element part no. 89243778IM		
00300	सामग्री सं./ Material Number :- Separator Oil part number 24017188	2 Number	12.09.2017
00400	सामग्री सं./ Material Number :- Ultra Coolant comp. Oil part no 92692288	5 Liter	12.09.2017

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

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



PART A OF TENDER NO.
GM(M)/KPD/2000006716
Web Tender in Two Bid System

Mazagon Dock Shipbuilders Limited
Phone: 2376 3249, Fax: 2373 8151
E-Mail: kpdicholkar@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 -> SB MP Notification and is also available on CPP Portal.

1. **Description of Supplies: As per Tender Enquiry.** In case of any Technical Query prior to submission of your bid, you may contact to MDL's executives Mr. Gyan Prakash, AM (SB-MTC) on Tel. No. 022-2376 3241 or Mr. G. R. Anand, CM (SB-MTC) on Tel. No. 022-2376 3120.

Instructions to the Bidders

2. **Validity Period:** Bids / Offers shall have the validity period of **90 Days** from the tender closing date. Technically accepted bidder will be given opportunity to accept tender validity period in case of shorter validity quoted, failing which their offer will be rejected as non responsive.
3. **Pre-Qualification documents & criteria:**
Bidders should submit the following documents along with their offer:
 - a) Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
 - b) Purchase Order copies of similar items in support of the bidders experience for last 3 years. Waiver is available to OEM's authorized dealers for this PQ criteria.
 - c) **Valid certificate issued by OEM (Ingersoll Rand) for the Authorized Dealership/ Distributorship for tendered items/ OEM's Authorization Certificate** for quoting against the tender.
4. **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 (Techno-Commercial Bid) & Part – II (Price Bid) as stated below:
 - 4.1 **Part-I Bid:** This Envelope super scribing the Tender No, Due date & Time should contain the following:
 - a. Technical Bid mentioning the technical specification, Make, Part No., Catalogue/Data Sheet (If any) etc in original duly signed & stamped.
 - b. Acceptance on clauses of Tender Enquiry (TEF) GT&C,STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause. (ENCLOSURE-2)
 - c. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format (Enclosure-1) duly Stamped & Signed
 - d. Copies of Purchase Orders executed earlier for similar supplies during last 3 years.
 - e. Shop & establishment registration certificate/ registration certificate from local body for conducting business.

f. Bank details for payment by RTGS / NEFT in the format (RTGS/NEFT Authorization Form available on MDL website).

g. PAN card copy

Note: If bidder is MDL's permanent registered vendor for material groups of tendered items then documents mentioned at sr. 4.1 (d) to 4.1 (g) are not required. If the bidder is MDL's permanent registered vendor for material groups other than of tendered items then documents mentioned at sr.4.1 (e) to 4.1 (g) are not required. Bidders shall submit the copy of valid registration certificate along with the offer.

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.

4.2 **Part-II Bid:** 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 (Enclosure-1) provided with the tender. If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered.

5. **Bid Rejection Criteria:**

5.1 The Bids received after tender closing date and time shall be categorically rejected.

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

5.2.1 The offers not in the prescribed form.

5.2.2 Bidder's failure to furnish necessary documents as required as per Para 3 & 4 on the deficiencies noticed in the bid for evaluation of the bids.

5.2.3 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.

5.2.4 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.

5.2.5 Validity period indicated by bidders is shorter than that specified in the tender enquiry.

5.2.6 Unreasonably longer delivery period quoted by the firm.

5.2.7 Bidders not submitting Valid certificate issued by OEMs Igersoll Rand for the Authorized Dealership/ Distributorship for tendered items/ OEM's Authorization Certificate for quoting against the tender.

6. **Delivery Period / Completion Schedule:** Delivery date indicated in Tender document is tentative date. Items are required **within 04 weeks from the date of placement of order** in MDL Stores. If bidder quotes delivery period more than MDL's required date, bidder's offer will be loaded at the rate of 0.5% per week while evaluating L1 position.

7. **Pricing:** 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 store** at Mazagon Dock, 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.

8. **Terms of Payment:** 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, Excise etc. shall be made through RTGS / NEFT **within 25 - 30 days of receipt of material in MDL**, on submission of original invoice along with following Documents:

(i) Invoice (original) + 3 ink signed / carbon copy invoices, (ii) Order copy and Amendment copies if applicable, (iii) Packing List, (iv) Delivery Challan (duly acknowledged for delivery of item), (v) Excise Gate Pass as applicable.

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS/NEFT format available on MDL website.

9. **Guarantee:** Not Applicable.

10. **Taxes & Duties:** The price quoted in the Price Sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Price sheet, which will be paid extra based on tax invoice to the extent applicable.

Successful bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / 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.

11. **Criteria for normalizing the Price Bids for ranking:** The deviations in the offers will be negotiated before price bid opening. The deviations if accepted by MDL after the negotiation will be loaded in the quoted price and the normalized price after loading will be considered for ranking the bids. The loading criteria that will be adopted as detailed below:

12.1 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

12.2 Statutory levies (Customs Duty, Excise Duty, Education Cess, VAT/CST/GST, Octroi Duty) shall be included for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.

12.3 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 loaded with estimated cost of transport as determined by MDL.

12.4 For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

12.5 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.

- 13 **Ranking of Bids & Determination of L-1 Bidder:** Ranking of Price bids shall be done on the basis of "**Prices inclusive of taxes, duties and levies** on overall lowest basis" after normalizing for deviations, i.e. **overall Lowest Bidder will be considered for the placement of order.**
- 14 **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order and consign the same to Good Receiving Section (MDL's Store), MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010 on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs).
- 15 **Inspection:**
- a. **Receipt Inspection:** MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system, inspection system requirements and inspection documents supplied by suppliers along with representative of the Supplier. Any objection raised by MDL Quality Control Team or User against quality of materials or user shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Supplier within shortest possible time.
- b. **Rejection of the material:** Any portion of the equipment 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. The MDL reserves the rights to dispose off 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.
- 16 **Liquidated Damages (L.D.):** In cases of delay attributed to supplier beyond the schedule, L.D. (Liquidated Damages) shall be levied @ 0.5% of order value per Week of delay or part thereof subject to maximum of 5% of total order value for the undelivered portion of goods/manuals/documents etc.
- 17 **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so on or before the closing date of tender. It shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "**Modified / Revised Bid**" and deposited in the designated tender box before the tender closing date & time.
- 18 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.
- 19 All other terms & conditions of Tender Enquiry Form (TEF), General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. The statutory requirements, Official Secret Act 1923 & Safety Clause are also applicable to this tender. These GT&C & STACS are readily available for downloading from our website

`www.mazdock.com, go to Tenders -> Shipbuilding-Material Purchase. Any deviation from MDL tender enquiry, GT&C & STACS should be specifically highlighted, failing which it will be presumed that the same are acceptable to you in totality.

20 Sealed offer should be submitted under **Two bid system** clearly **super-scribing Tender No. & Due Date** on the envelope addressed to **GM (M)**, Mogul House, MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010 and should be submitted or deposited at the following designated place: **Tender Box for Material Purchase Department (Green Colour), Reception Centre, MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010.**

21 **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.

22 **Risk Purchase & Order Cancellation:** If the materials or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Supplier.

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 support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.

24 **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.

25 In case of any Query, you may contact the concerned dealing executive Mr. K P Dicholkar, M (C-MP) on Tel. No. 2376 3249 or Mr. H R Singh, DGM (C-MP) on Tel. No. 2376 3252.

Request forward your offer (along with Tender Enquiry Terms Acceptance Format).

Regards,

(K P DICHOLKAR)
M (C-MP)

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: 2000006716
PRICE BID (FORMAT)

(This annexure should be strictly on supplier's letter head duly filled - in, signed and stamped is to be submitted)

**(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, Part No., Make/Model	Qty. (Unit)	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 basis)	Excise Duty (ED %)	C S T% / VAT% / GST%	Octroi Charges%	Total (Incl. of all)/Unit (INR)
100							
200							
300							
400							

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 (E D, CST / VAT) in the price sheet only.

Company Name & Seal

Authorized Signatory

Tender No: 2000006716
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:

1. Bidders 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 return by the bidder(s) along with their Technical offer for considering their bid.
3. Bidders(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. STACS clause number shown in the above format also includes the sub-clauses under these clause

ILLUSTRATION OF LOADING CRITERIA (FOR REFERENCE ONLY)**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 – The evaluated price for ranking will be as per Para 19 above.