



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 1300001164
क्रय अधिकारी/Purchase Exec. M A PATIL
सेवा में /To

विभाग/Department EY COMMERCIAL
क्रय अधिकारी/Purchase Exec. M A PATIL
दूरभाष सं./Telephone No 23763581
फैक्स सं./Fax No 23741386
ई-मेल/E-Mail mpatil@mazdock.com

दूरभाष सं./Telephone
फैक्स सं./Fax
ई-मेल/E-Mail

निविदा सं./Tender No 1300001164
निविदा तिथि/ Tender Date 18.05.2017
निविदा बंद की तिथि/Tender Closing Date 19.05.2017
निविदा बंद होने का समय/Tender Closing Time 15:00:00
आरएफक्यू सं./RFQ No 2050001283

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		19.05.2017,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		19.06.2017
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		10.00 %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's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया / Dear Sir/Madam,

विषय /SUB:- PROCUREMENT OF BED SHEETS WITH PILLOW COVER (MU31-A) (FIRST OUTFIT ALLOWANCE) FOR SM2 OF P-75

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

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000050529 Bedsheets सामग्री वर्णन/Material Description :Bedsheets, Make:Bombay Dyeing single bed sheet -off white with pillow cover TC 600.	150 Number	23.05.2017

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.

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

PART – A
EMERGENCY TENDER (FAST TRACK PROCUREMENT)
(OPEN TENDER ENQUIRY FORM)

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through e-mail, in **SINGLE BID SYSTEM** for the following supplies **from Indigenous Vendors only** (Suppliers/ Bidders/Contractors)

Offer to be submitted through e-mail on following e-mail id:

- a. mpatil@mazdock.com
- b. pmkharche@mazdock.com

1. Description of Work / Supplies / Services:

PROCUREMENT OF 'BED SHEETS WITH PILLOW COVER (MU31-A)' as per specific make, model as given below:

Sr. No	Description & Specification of Item	Unit	Quantity Required	Yard No.
00010	Material Number: 350000000000050529 Bed sheets, Make: Bombay Dyeing single bed sheet -off white with pillow cover TC 600.	Nos	150	11876

Documentation: Certificate of Conformity and Product Catalogue will be part of documentation and to be submitted along with the items.

2. Validity Period:

Bids / Offers shall have the validity period of 30 Days from the tender closing date. A bid valid for a shorter period will be rejected at the discretion of MDL.

3. Submission of offer in Single Bid System:

Offer must be submitted in Single bid system and including following documents:

- i) PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided at **Enclosure-01**, duly Stamped & Signed.
- ii) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- iii) Acceptance on clauses of Tender Enquiry Form, STACS and GT&C 'Accepted OR Not Accepted OR Deviation' as applicable for each of the clauses at tender (**Enclosure 03, 04 & 05** respectively).
- iv) **Manufacturer's Product Catalogue**/Data sheets of the offered material and / or Technical Specifications.
- v) Deviation certificate as per **Enclosure-06**.
- vi) Bank details for payment by NEFT in the format provided at **Enclosure-09**.
- vii) Bidder to submit List of Documents and Certificates those will be provided along with item(s) as per **Enclosure-10**.
- viii) Conformity matrix as per **Enclosure-14** completely filled, signed & stamped.

4. Bid rejection criteria:

- a. Following Bids shall be Categorically Rejected:
 - i) Bids received after tender closing date and time.
- b. Following bid criteria shall also render the bids Liabe 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 drawings / technical data which shall not however conflict with validity period.
 - ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - iii) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - iv) Unreasonably longer delivery period quoted by the firm.
 - v) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - vi) Prices quoted with any mismatch in the quoted rates (words & figures).

5. Delivery Period / Work Completion Schedule:

Indicative Time Schedule for arrival of ordered materials in MDL, Mumbai for boat-2 is as below:

Boat Nomenclature	MDL Yard Ref No.	Quantity	Indian Supplier: Desired time for Arrival of materials in MDL, Mumbai
Boat No. 2	11876	55 Nos.	To be delivered on or before 23 May '17
Boat No. 2	11876	95 Nos.	To be delivered before 26 May '17

Note: Delivery date to be considered for the purpose of LD (if any) will be the date of delivery of items to MDL. You are requested to confirm the delivery schedule in the offer. In case the proposed delivery schedule is unable to achieve, you shall submit minimum delivery lead time from date of placement of order.

6. Pricing:

Bidder shall quote firm & fix prices for the delivery. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted in % of basic price in technical bid and in price bid.

Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL store.

Note: Price variation clause is not applicable.

7. Terms of Payment: - (No advance in any manner will be paid by MDL to the supplier).

Our payment terms shall be as under:

Full payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 25-30 days after receipt of following documents and acceptance of materials by MDL QA-EY, Khanderi Crew and SOT

- i. Set of Original+2 copies of signed Invoice showing item-wise description & prices as per order.
- ii. Delivery challan duly acknowledged by MDL stores.
- iii. Set of Original+2 copies of Certificate of Conformity as per MDL format at **Enclosure-8**.
- iv. Set of Original+2 copies of Warranty Certificate as per **Enclosure-7**.

8. Bidder shall abide by all Standard Terms and Conditions (STACS), TEF and GT&C Acceptance formats as per Enclosures 3, 4 & 5 contained therein should be properly filled, signed by the bidder along with techno-commercial bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per details mention on MDL website.

Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (**Enclosure- 6**) format WILL NOT BE CONSIDERED LATER BY MDL.

9. Taxes & Duties:

You are required to quote the amounts of taxes and duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever exemption certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed/ allowed.

Supplier will not be entitled to any increase in rate of taxes occurring during the period of extended delivery 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.

In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL. Duties will not be reimbursed wherever exemption certificates are issued by MDL.

Exemption certificate

Depending up on the MDL agreement/contract with the customer, the following certificates will be given upon specific request & submission of relevant details by the bidder at least 2 to 3 days in advance:

Excise Exemption Certificate	Issue of 'C' form w. r. t. Sales Tax
Octroi Exemption Certificate	

10. Loading Criteria and Ranking of Bids:

L1 bidder will be decided after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as Delivery, Payment terms etc shall be loaded on the bidder(s) quoted prices during price evaluation by MDL. An illustration of the loading criteria and Ranking of Bids that will be adopted is at **Enclosure- 2**. Among the equal bids, bidders with ISO 9000 series accreditation will receive priority over non-ISO bidders.

11. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time online.

12. Public Grievance Cell:

A Public Grievance Cell headed by Shri. S. D. Kajwe, General Manager (F-P&S) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010,INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23782338, 2376 2106.

13. Liquidated Damages:

- a. 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 1 % (One per cent) per Week, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the immediate required material proposed by MDL by fastest mode of transport including air at suppliers cost.
- b. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above. The risk and ownership shall be transferred on CIP basis.

14. Consignee:

The Supplier/Vendor shall arrange dispatch of goods by appropriate transport mode as per the order and consign the same to: **Officer In-Charge, East Yard- Stores, Mazagon Dock Shipbuilders Ltd., Dock Yard Road, Mumbai – 400 010, INDIA**. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

15. Inspection:

Bidder to submit the Certificate of Conformity as per MDL format at **Enclosure-8** conforming that the items supplied are as per the specification and description mentioned in the order. Receipt Inspection will be carried out by MDL QA-EY, Khanderi Crew and SOT.

16. Guarantee / Warranty:

The items/materials shall be guaranteed for a period of 12 months from the date of delivery to MDL. The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL.

17. Performance Bank Guarantee towards warranty:

Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee in the MDL prescribed format at **Enclosure-15** in favour of Mazagon Dock Shipbuilders Ltd., Mumbai from the list of banks approved by SBI/ CANARA BANK published on MDL website for **10% (Ten per cent)** value of the order and valid for a period of 13 months (12 months warranty period + one month claim period) from the date of delivery or 12 months from the date of signature confirming receipt of the materials by MDL whichever occurs earlier plus one month as a claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.

18. MDL reserves the right to reject or accept any or all bids, or to withdraw tender, and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).

19. Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be in English at the last known address mentioned in the offer/order.

20. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

21. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within next working day from the date of placement of the order. If nothing to the contrary is received within next working day from the date of placement of order, it shall be understood that the order has been accepted.

22. Cancellation of Order:

In case of breach / non-compliance of any of the agreed terms & conditions of order / contract, MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.

In case of delay beyond agreed period for liquidated damages or 05 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

23. Security Deposit:

If the negotiated delivery period of the items is more than 25 days from the date of Purchase Order and the total order value is more than Rs 10 lakhs (or equivalent foreign currency) then Security Deposit (SD) clause is applicable as follows:

Bidder shall submit Security Deposit (contract performance BG) for an amount of 5%(Five per cent) of the Contract/Order value (excluding taxes, duties, freight service component) in the form of DD/ Pay Order / Bank Guarantee in favor of Mazagon Dock Shipbuilders Limited as per MDL standard format from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks within 25 days from the date of transmission of order and valid till contractual delivery of all the items. Bank Guarantee should be valid till contractual delivery date plus one month for claim period and one month before expiry, it shall be extendable until delivery of last ordered item. Security Deposit will be returned only after successful execution of the order. Refund of security deposit whenever considered admissible by the Purchaser, shall be without interest only. MDL Standard format for Security Deposit is enclosed at **Enclosure-13**.

In case of non submission or late submission of Security Deposit:

- a) MDL may at their discretion cancel the order and invoke risk purchase clause.
- b) If the MDL does not cancel the order then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank, State Bank of India for that quarter.

We look forward to receive your most competitive and reasonable offer against this tender. All bidders are requested to forward their bid along with the ENCLOSUREs required positively.

Yours faithfully,

For **MAZAGON DOCK SHIPBUILDERS LTD**

MAHESH PATIL
Manager (Commercial-EY)
Tel No.: +91-22-23762613

Enclosures:	
Enclosure – 1	Rate sheet format
Enclosure – 2	Ranking of Bids / Loading Criteria
Enclosure - 3	Tender enquiry terms Acceptance Format
Enclosure - 4	STACS Acceptance Format
Enclosure - 5	General Terms & Conditions acceptance format (GT& C)
Enclosure - 6	Deviation Performa
Enclosure – 7	Format of Warranty Certificate
Enclosure – 8	Format of Certificate of Conformity
Enclosure – 9	NEFT/RTGS Format
Enclosure – 10	List of Documents and Certificates that will be provided along with item
Enclosure – 11	End User Certificate Format to be provided by Bidder, if required – Not Applicable
Enclosure – 12	Format of Shelf Life Certificate – Not Applicable
Enclosure – 13	Format of Security Deposit
Enclosure – 14	Conformity matrix
Enclosure – 15	Format of Performance Bank Guarantee

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

- i) Statutory requirements, Official Secret Act 1923 & Safety clause.
- ii) General Terms & Conditions (GT&C) for supply of items.
- iii) Standard Terms & Conditions (STACS) for Supply of items.

RATE SHEET PRESCRIBED FORMAT

Sr No (1)	Description of Item & Specification (2)	Unit (3)	Qty (4)	Price for Delivery in MDL Stores	
				Unit Rate (5)	Total Value (6)
00010	Material Number: 350000000000050529 Bed sheets, Make: Bombay Dyeing single bed sheet -off white with pillow cover TC 600.	Nos.	150		
	Total (Rs.)				
	Total Value in Words:				

The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format only for delivery in MDL Mumbai, East Yard Stores, excluding taxes and duties which shall be as listed below.

Taxes & Duties			
	Tax head	Rate applicable	Bidder to retain appropriate option & strike out not applicable option
1	Excise Duty		Included in price / Extra
2	Service tax		Included in price / Extra
3	Sales tax		Included in price / Extra
4	VAT		Included in price / Extra
5	Others like Octroi etc (Bidder to Specify)		Included in price / Extra

Note:

- a) The Prices indicated in the Price Bid shall be exclusive of Taxes and Duties. Rate of all the taxes & duties applicable are separately indicated against each head as above.
- b) Exemption Certificate will be provided by MDL on request of supplier for Excise Duty and Octroi Duty.

Name:

Designation:

Date:

Bidders Company Seal

RANKING OF BIDS / LOADING CRITERIA

L1 bidder will be considered after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned at the Standard ANNEX to EY-Tenders in MDL website. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

Loading criteria that will be adopted are detailed below:

- i) It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by Indian bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of SBI plus 2% in case of Indian bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
- ii) If the requirement of advance payment is absolutely unavoidable for bidders, then it will be allowed against a bank guarantee of 110% of advance amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the PLR plus 2% in case of Indian bidders and LIBOR/EURIBOR rate plus 2% or 6% whichever is higher in case of foreign bidders. Applicable PLR/LIBOR/EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at the lower rate than the rate specified above then only differential amount of interest shall be loaded on the quoted price.
- iii) Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- iv) In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- v) For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 1% per completed week may be loaded to the quoted price.
- vi) Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- vii) Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- viii) Prices quoted by foreign bidders will be loaded by 1% on CIF prices for inland transportation & port handling charges.

Criteria for Normalizing the Price Bid for Ranking:

For Procurement for Defense Projects: In pursuance of MOD ID No. 3(1)/2002/D(SII) dated 4.10.2006 the evaluation of Bids to determine L-1 Supplier shall be done as under:

- i. In case of Foreign Supplier, the total of basic cost (CIP/CIF) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking

- the tenders.
- ii. In case of Indian suppliers, the total of basic cost and transportation charges to yard, if any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.
 - iii. Currency conversion factors as applicable on the day of opening price bid will be taken to bring the bidders on equitable basis. For this purpose, bill selling rate of exchange will be considered.
 - iv. The method of excluding the taxes, duties and levies payable as at (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

TEF ACCEPTANCE FORMAT

To,
General Manager (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.			

COMPANY'S NAME & ADDRESS:

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

Note:

NA – Not Applicable

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 4(AA) - i), to viii), & BB), CC).

ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACS)

To,
General Manager (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
101		102		103	
120		200		210	
220		230		240	
250		260		270	
280		290		300	
310		320		330	
340		350		360	

COMPANY'S NAME & ADDRESS:

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

Note:

NA – Not Applicable

- Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

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

To,
General Manager (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
A10	Blank	A20		A30	NA
A40		A50		A60	
A70		A80		A90	
A100		A110		A120	
A130		A140		A150	
A160		A170		A180	
A190		A200	NA	A210	NA
A220	NA	A230			

COMPANY'S NAME & ADDRESS:

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

Note:

NA – Not Applicable

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example no. A10 means – Clause nos. A11, A12, A13.

DEVIATION FORMAT

To,
General Manager (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:

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

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm)

_____ (Name of firm) certify that the following Items identified by the following references related to Submarine No/Boat No.:

Description of Item(s).....

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....

Delivery Challan No. / Bill of Lading no / Airway Bill & Date.....

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description..... related to Submarine No.....are in conformity with the requirements of above mentioned PO No. Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:-

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words the Technical file is complete for all items supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:-	NIL

For And On Behalf Of

Supplier's / Manufacturer's Name
In Charge Of Quality
Seal Signature & Date

Enclosure-09

RTGS/NEFT- MANDATE AUTHORIZATION FORM
(For Indian Bidders only
Foreign Bidders to submit their Bank Details separately)

1. BIDDER'S NAME:
2. PAN NO:
3. VENDOR ADDRESS:
4. VENDORS TELEPHONE:
5. EMAIL ADRESS:
6. BANK NAME:
7. BANK ADDRESS:
8. ACCOUNT NO:
9. ACCOUNT TYPE:
- 10.NEFT CODE:
- 11.RTGS CODE:
- 12.MICR CODE (Copy of cancelled cheque required) :

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

Date Supplier Seal AUTHORISED SIGNATORY OF THE BIDDER

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

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

Enclosure-10

LIST OF DOCUMENTS AND CERTIFICATES THOSE WILL BE PROVIDED ALONG WITH ITEM(s):

Sr. No.	

FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER

Not Applicable for this Tender

FORMAT FOR SHELF LIFE OF ITEM

Not Applicable for this tender

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, 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 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-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 a such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank
(by its constituted attorney)

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

NOTE :-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101

BIDDERS ARE REQUESTED TO CHECK AND FILL UP THE FOLLOWINGS BEFORE THEY SUBMIT THEIR BIDS

Check List for Bidders (conformity matrix)				
Sr No	Description	Tender Requirement	Supplier	
			Bidder to specify (scratch out which are not required)	Remarks, If any
1	Enclosure-1, Rate sheet format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
2	Enclosure-3,TEF acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
3	Enclosure-4, STACs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
4	Enclosure-5,GT&Cs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
5	Enclosure-6, Deviation format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
6	Enclosure-9, NEFT / RTGS format (Indian Bidders) OR Bank Details (Foreign Bidders)	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
7	Enclosure-10, List of Documents & Certificates	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
8a	Enclosure-11, End User Certificate	a. Whether bidder requires End User Certificate (EUC) from MDL	Yes / No	
8b	End User Certificate format	b. If the bidder requires EUC at Sr No '8a' above, whether the format is provided at Encl-11	Yes / No	
9	Shop Establishment Registration Certificate	Whether copy of Shop Establishment Registration Certificate submitted.	Yes / No	
10	Shelf Life details	Bidder to submit as per Enclosure-12 in Part I technical Bid	Submitted / Not Submitted	
11	Calibration Certificate Required/ Not Required	Bidder to specify in Part I of Technical Bid	Submitted / Not Submitted	

Note: The Enclosures submitted along with the bid, should strictly be Named, Signed & stamped by the bidder.

PROFORMA BANK GUARANTEE FOR PERFORMANCE
(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its 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 authorised 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.