



निविदा पूछताछ
TENDER ENQUIRY

[प्रेस निविदा]
[PRESS 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
Prov. GST ID: 27AAACM8029J1ZA

निविदा सं./Tender No	3000000333	विभाग/Department	IT-PURCHASE
क्रय अधिकारी/Purchase Exec.	K.MADHU	क्रय अधिकारी/Purchase Exec.	K.MADHU
सेवा में/To		दूरभाष सं./Telephone No	23762210
		फैक्स सं./Fax No	23721551
		ई-मेल/E-Mail	kmadhu@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	3000000333
फैक्स सं./Fax		निविदा तिथि/ Tender Date	08.09.2017
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	10.10.2017
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2090000959

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	1,000,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		11.10.2017,11:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		07.02.2018
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %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, INSTALLATION, TESTING & COMMISSIONING (SITC) OF SOFTWARE SYSTEM HYPERWORKS UNLIMITED WITH FIVE YEARS WARRANTY SUPPORT FROM AUTHORIZED RESELLER/CHANNEL PARTNERS OF M/S ALTAIR ENGINEERING INC., AS PER TENDER DOCUMENTS.

माझगाँव 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 :- 51000000000000897	1 SET	01.12.2017

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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COMPUTER SOFTWARE Hyperworks

सामग्री वर्णन/Material Description :COMPUTER SOFTWARE as per TSP ref: R&D/2017 Ver-2

Supply, installation, configuration, testing and commissioning of Hyperworks Unlimited along with documentation, annual training and five years free warrantee consist of

1. Explicit Nodes 4 Nos.
2. Implicit Node 1 No.
3. Head Node 1 No.
4. 1Gb Ethernet switch with 10G
5. 36 Port FDR Infiniband switch
6. OS Redhat Linux 6.0 or higher

The minimum configuration of above items are as per TSP No. R&D/2017 Ver 2

The above Nodes are loaded with

1. HPC Workload management Software Stack: PBS Works
Including -
 - a. PBS Professional
 - b. Compute Manager
 - c. Display Manager
 - d. PBS Analytics
2. CAE Application Software Stack: Hyperworks
Including -
 - a. RADIOSS
 - b. OptiStruct
 - c. MotionSolve
 - d. HyperMath
 - e. HyperStudy
 - f. FEKO

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा हैं 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



माझगांव डॉक शिपबिल्डर्स लिमिटेड | MAZAGON DOCK SHIPBUILDERS LIMITED

निविदा क्र 3000000333 दिनांक 08.09.2017 बंद होने कि तिथी 10.10.2017, 14:00 Hrs

Procurement of Hyperworks Unlimited Software.

Part- A



माझगांव डॉक शिपबिल्डर्स लिमिटेड | MAZAGON DOCK SHIPBUILDERS LIMITED

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

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

Certified - ISO 9001 | EN ISO 9001 for Shipbuilding Division

Tel. No. 2376 2210 | 2240 Fax No (022) 23721551

वेब निविदा सूचना (एक बोली) | WEB TENDER ENQUIRY (Two Bid System)

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

वेबसाईट | Website : WWW.Mazdock.Com

विभाग/DEPARTMENT: सीआईटी/CIT

अनुभाग/SECTION: आईटी-वाणिज्य/IT PURCHASE

ई-निविदा|E-TENDER NO: 3000000333

बयाना जमा | EMD: 10,00,000/- (Rs 10 Lakh)

निविदा दिनांक TENDER DATE	08.09.2017
निविदा बंद होनेका समय TENDER CLOSING DATE & TIME	10.10.2017 at 14.00 Hrs.
निविदा खुलनेका समय TENDER OPENING DATE & TIME	11.10.2017 at 11:00 Hrs.

1. कार्य का विवरण - DESCRIPTION OF WORKS / SUPPLIES :

Supply, Installation, Configuration, Testing and Commissioning of Hyperworks Unlimited Software(OEM M/s.Altair Engineering Inc.) along with documentation, annual training and 5 years warrantee as per tender document.

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

MAZAGON DOCK SHIPBUILDERS LIMITED invites online competitive bids from reputed Bidders / Vendors in **TWO BID SYSTEM** (Technical Bid and Price Bid) on our e-procurement portal <http://eprocuremdl.nic.in>, for the Work/Services as detailed in this tender document:

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



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2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS

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

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

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

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

2.4 For any further details of e tendering & digital signatures, please contact 0120-4200462, 0120-4001002, 8826246593, eproc-support@gov.in.

OR

Mr. M S Kumbhare AGM (C-MP) Phone - 022 2376 3252 or mobile: 9769327576, mzkumbhare@mazdock.com.

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

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

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

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

2.9 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

2.10 Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.

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



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3. पूर्व योग्यता मानदंड | PRE-QUALIFICATION CRITERIA:

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

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

3.2 For Items:

- i. Bidders Company Profile and valid Shop & Establishment registration certificates.
- ii. Submit the list of personnel with designation, qualification and experience to determine capabilities.
- iii. Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2017.
- iv. Bidder's average turnover during last 3 years ending 31st March 2017 should be at least Rs. 3,00,00,000/- (300 Lakh).
- v. Bidders should be OEM or authorized partner/distributor/Reseller/Channel Partner for Sale & Services.
- vi. The value of the supplies (Work Orders of Hyperworks software & corresponding Work Completion Certificate) during last 3 years (as on previous month) should not be less than Rs. 500 Lakh.

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

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

4. INTEGRITY PACT (IP) and INTEGRITY PACT BANK GUARANTEE (IPBG):

4.1 This Pact essentially envisages the agreement between prospective bidders/vendors and buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract as per Annexure-13. Only those bidders/vendors who enter into such an integrity pact with the buyer would be considered competent to participate in the bid. Non-acceptance of same will lead to rejection of their bid. This contract will be monitored by Independent External monitor (IEM) for Mazagon Dock Shipbuilders Limited appointed by Central Vigilance Commission (CVC) is as under.

1) RADM (Retd) Mr. Samir Saran Lal,(VSM).

Flat 544, Majestic Tower,
Mahagun Mascot, Crossing Republik,
Gaziabad, Utter Pradesh,
Pin Code - 201016
Email- samirslal@gmail.com
Mobile- 9560498032, 011-204953406

2) Mr.G.S.Bhatnagar, Director General Of Naval Armament (Retd.),MoD.

B-406, Palm Beach Residency,
Palm Beach Road, Sector-4
Nerul, Navi Mumbai
Pin - 400706
Email - gurudevhatnagar29@yahoo.co.uk
Mobile- 91-9810930056



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4.2 Every bidder needs to submit an Integrity Pact Bank Guarantee (IPBG) of **Rs 5 Lakh** (Rupees five Lakh) along with their offer while quoting. Integrity pact Bank guarantee (IPBG) shall be submitted in the form DD/Bank Guarantee as per Annexure-14 drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from Indian Nationalized Bank, Bank/Scheduled Bank/ ICICI Bank/ AXIS Bank/ HDFC Bank Ltd., in case of Indigenous Bidders. Overseas/Foreign Bidders shall submit Bank Guarantee in equivalent foreign currency for an appropriate amount from a Bank of International repute as updated by SBI (State bank of India) from time to time, promising payment of the guaranteed sum to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment.

4.3 Integrity pact Bank Guarantee (IPBG) shall be submitted in the format at Annexure-14 of this Tender Enquiry Form.

4.4 IPBG should be valid up to 165 days from the tender closing date. However, bidders will be required to extend the integrity pact bank guarantee, as and when required by MDL. Successful bidders shall have to extend the validity of IPBG upto the satisfactory completion of the contract. IPBG of unsuccessful bidders will be returned on finalization of contract.

4.5 In the case of successful bidder, the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond (PBG) in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

4.6 No interest shall be payable by the Principal/Buyer to the Bidder(s) on Integrity pact DD/BG, Earnest Money, Security Deposit, performance bank guarantee for the period of its currency.

4.7 No exemption towards submission of Integrity Pact Bank guarantee (IPBG) is applicable to any bidder.

4.8 Bidders have to upload scanned image of duly signed and stamped on each page of Integrity Pact & IPBG by duly filling the details required in it. The original of the same to be submitted within 07 days from the tender closing date. If the scanned image of signed Integrity Pact and IPBG is not uploaded in Part-I stage, bid shall be categorically rejected & will not considered for further processing.

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

5.1 Indigenous bidders shall furnish EMD of Rs. 10,00,000/- (Ten Lakh only) in the form of DD/ NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED. Foreign bidders shall submit bid bond/SWIFT Message of equivalent foreign currency. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

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

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

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054



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NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

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

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

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

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

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

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

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

Following bidders shall be exempt from submission of EMD:

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

6. वैधता अवधि | VALIDITY PERIOD:

Bids / Offers shall have the validity period of 120 Days from the tender closing date. Bidders are requested to offer 150 days validity as per Tender Terms. A bid valid for a shorter period will be liable for rejection. Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

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

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

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

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

- Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.



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

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

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

8. बोली अस्वीकृति करनेकी कसोटी | BID REJECTION CRITERIA:

A. Following bids shall be categorically rejected;

- i. The Bids received after tender closing date and time.
- ii. Bids received without EMD (other than those who are exempt from payment of EMD) as specified in the tender.
- iii. Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- iv. In case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.
- v. If the scanned image of signed Integrity Pact and IPBG is not uploaded in Part-I stage, bid shall be rejected. Bids without signed Integrity Pact and IPBG will not be considered.

Note: Bids received through Tender box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation.

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

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidders not agreeing for post sale product support/post work completion support.
- vi. Bidders not agreeing for POC in Technical scrutiny.
- vii. Unreasonably longer delivery period quoted by the firm.
- viii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.



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- ix. In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) if received after seven days of the tender closing date.
- x. Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
- xi. Bidders not agreeing to furnish required Security Deposit till completion of the Supplies/ services.
- xii. Non-submission of authorization letter towards being dealer/ partner/distributor from OEM
- xiii. Bidders not agreeing to furnish required Undertaking of Authenticity for IT Products Supplies.
- xiv. Bidders not agreeing to furnish original Hard copies for verification in relation to pre-qualification criteria of the tender if felt necessary by MDL.
- xv. Bidders not agreeing submitting for Integrity Pact (IP) without deviations.

9. समापन अवधि | DELIVERY PERIOD / COMPLETION SCHEDULE:

The delivery / completion schedule is Ten weeks from the date of placement of order including training as per scope of work.

Kindly quote the earliest delivery/completion period.

10. मूल्य निर्धारण | PRICING:

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

11. भुगतान की शर्तें | TERMS OF PAYMENT:

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

11.2 For Supply Items:

Payment for 95% value of supplies after successful commissioning & acceptance of system by MDL, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including GST as may be payable through RTGS/NEFT between 15 to 20 days after receipt/ completion of followings:

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

The 5% payment will be withheld till entire period of warranty.

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

12. सुरक्षा जमा | SECURITY DEPOSIT:

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/ order excluding Taxes, Duties, and freight etc. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annexure-6 in favour of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract.



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

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

13. प्रदर्शन बैंक जमानत | PERFORMANCE BANK GUARANTEE:

The successful bidder shall submit the performance bank guarantee (PBG) for the 5% of the order value excluding Duties and Taxes in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annexure-7 in favour of Mazagon Dock Shipbuilders Ltd, Mumbai.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks in the prescribed format and shall be valid for contractual period till warranty/support plus additional 4 weeks (for claim Period) from the date of satisfactory commissioning/sign off by MDL.

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

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

14.1 Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 31 of Tender Enquiry, Acceptance Formats given with tender. The bidder also shall abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annx -9.

14.2 In the event, we do not receive Acceptance formats duly filled for Tender Enquiry Form(TEF), General Terms and Conditions(GT&C) & Standard Terms and Conditions(STACS), it shall be construed that all the Tender terms and conditions of TEF, STACS and GT&C are Acceptable to you.

15. कर और शुल्क | TAXES & DUTIES:

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

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



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

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

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

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

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

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

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

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

16. भार लाने का मापदंड | LOADING CRITERIA:

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



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- i. Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:
- ii. It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.00% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- iii. For additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv. Deviations sought in respect of Liquidated Damages (LD): - Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidders adhere to the stipulated clause.

17. बोलियों में संशोधन | MODIFICATIONS TO THE BIDS:

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

18. निविदा खोलने की प्रक्रिया | TENDER OPENING STAGES:

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

a) Opening of Techno-Commercial Bid (Part – I Bid) :

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

b) Opening of Price Bid (Part – II Bid)

After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidders, with the date & time of opening declared in such intimation. Such intimation may be given at a short notice by Fax, Email or even by telephone.

19. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by GM (Finance) has been set up in the Company. Members of Public having complaints or grievances are advised to contact him on Wednesday between 10.00 Hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762106 Or Board Line No.23762000/3000/4000.

20. परिनिर्धारित नुकसान | LIQUIDATED DAMAGES:

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



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Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.

21. एमडीएल छुट्टियों पर कार्य | WORKING ON MDL HOLIDAYS:

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

22. आईटी उत्पाद आपूर्ति के लिए प्रामाणिकता का उपक्रम | Undertaking of Authenticity for IT Products Supplies:

The successful bidder shall submit undertaking of Authenticity for IT Products from OEM on their letterhead signed by authorized Signatory (from OEM side) as per prescribe format at Annexure-12 with original invoice for payment release purpose.

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

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

24. स्कनना देड | DOWNTIME PENALTY:

A) The work-around offered by vendor should not lead to productivity loss to the MDL. The time limit to solve the problem / provide work-around should not normally exceed five (5) working days. However, for more complex problems based on Workaround and/or bug fix, this time limit may be relaxed for maximum period of one calendar month from the date of registration on due deliberations by both parties. Any delay in delivery of the solution beyond one month will incur penalty thereafter of Rs.7,000/- per working day, per affected user licenses of specific modules, or equivalent, capping to maximum 30% of purchase cost of specific module. In case of a major breakdown of the Software or hardware System, vendor shall depute expert support personnel within 24 hours, who will install and set to work within 48 hours the Software and Hardware on a standby server (provided by MDL).

B) Vendor shall follow the following escalation policy where all CSRs are allocated to the following categories with stated response actions:

- i. Priority- Urgent 1- Working day Workaround, if available and / or bug-fix within 5 days.
- ii. Priority- High 2- Working days Workaround and/or bug fix within as soon as possible days.
- iii. Priority- Medium 5- Working days Workaround and/or error correction in next major release.
- iv. Priority- Low 30 days-response Impossible
 - Will do as a part of later release
 - Will note as idea for major system upgrade
 - Willing to do as customer funded

25. बहुत कम बोली | FREAK LOW RATES:

In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

26. गारंटी / वारंटी | GUARANTEE/ WARRANTY:

All Equipment/Material/Items & its accessories shall have Onsite comprehensive 5 Yr Warranty from the date of issue of Work Completion Certificate by MDL.



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During this period, free annual training, all defects arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary, free of charge. Any consequential damage/defect or loss of items against this tender due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/replaced by the bidder free of cost.

Note:

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

27. बोलिओ की क्रम सूची | RANKING OF BIDS:

The ranking of Price Bids & L1 determination will be done on total basic price and applicable GST % extra as applicable. Bidders are requested to fill up their rates as per rate sheet strictly.

Note:

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

28. निरीक्षण और कार्य पूर्ती | INSPECTION & WORK COMPLETION.

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

29. NON DISCLOSURE AGREEMENT (NDA):

- i. The participating bidders shall have to confirm NDA without any deviations on letterhead as per prescribed format at Annexure-15 while submission of technical bid on tender due date.
- ii. NDA will be signed between successful Bidder by authorized signatory and by GM(D) on behalf of Mazagon Dock Shipbuilders Limited on Non-Judicial stamp paper of value of Rs.500/- after placement of order.

30. माल पाने वाला | CONSIGNEE:

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



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31. माडॉलि अस्वीकरण नीती | MDL DISCLAIMER POLICY:

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

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

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

Yours faithfully,

For माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED,

मुख्य प्रबंधक (सीआईटी- वाणिज्य) | Chief Manager (CIT - C)

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

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

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

संलग्नपत्र १|Annexure 1 - Technical Specifications & Scope of work.

संलग्नपत्र २|Annexure 2 - Rate Sheet Format.

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

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

संलग्नपत्र ५| Annexure 5 - Tender Enquiry Terms Acceptance Format.

संलग्नपत्र ६| Annexure 6 - Proforma Bank Guarantee for Security Deposit.

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

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

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

संलग्नपत्र १०| Annexure 10 - Illustration for loading criteria.

संलग्नपत्र ११| Annexure 11 - Proforma Bank Guarantee Format for EMD.

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

संलग्नपत्र १३| Annexure 13 - Integrity Pact

संलग्नपत्र १४| Annexure 14 - Proforma BG format for Integrity Pact Bank Guarantee (IP BG)

संलग्नपत्र १५| Annexure 15 - Non Disclosure Agreement (NDA)



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Annexure-1

MAZAGON DOCK SHIPBUILDERS LIMITED



TECHNICAL SPECIFICATION

FOR

**HYPER WORKS UNLIMITED
(OEM: Altair Engineering Inc.)**

TSP NO. R&D/2017-Rev 02



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REV NO	REV DATE	DESCRIPTION	AUTHORITY	SIGN
0	20 JAN 17	FIRST ISSUE	MDL	
1	30 MAY 17	i) Para 3 (a) modified to include contents of Enclosure - 1 of Rev 0. ii) Para 1 modified by removing solver for Acu-solve CFD module considering recent procurement of CFD software STAR CCM+ iii) Para 9 modified to be included as a PO condition.	MDL	
2	10 Aug	i) Warrantee period changed to five years. AMC removed accordingly Para 10 modified.	MDL	



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11. WORK DONE CERTIFICATE	8



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निविदा क्र 3000000333 दिनांक 08.09.2017 बंद होने कि तिथी 10.10.2017, 14:00 Hrs

Procurement of Hyperworks Unlimited Software.

1. **PREAMBLE:**MDL intends to procure 'Hyperworks Unlimited'developed by OEM M/S Altair, hereafter called *Product* which is a package of six (6) solvers software and associated hardware. The scope of work for procurement of the same is elaborated in the succeeding paragraphs.

2. **SCOPE OF WORK:**The scope of work includes Supply, Installation, Configuration, Testing and Commissioning of "Hyperworks Unlimited" latest version along with training and five year free warranty.

3. **SPECIFICATIONS:**The following are the technical requirements of the product to be delivered as part of this SOW:

(a) Altair Hyperworks Unlimited as per specification elaborated as follows :

(i) Software Specifications:

HPC Workload Management Software stack: PBSWorks
PBS Professional Compute Manager Display Manager PBS Analytics
CAE Application Software Stack: HyperWorks
RADIOSS OptiStruct MotionSolve HyperMath HyperStudy FEKO

(ii) Hardware Specifications:

HeadNode	1 No.
2x16 core intel Xeon E5-2630 V3 2.4GHz;64 GB DDR4 RAM 32TB SAS HDDs RAID controller with RAID 6 support FDR Infiniband HCA Integrated on-board GbE Minimum one 10GbE connectivity for uplink	
Compute Nodes for explicit codes	4 Nos.
28 cores(per node), E5-2680 v4 2.4GHz:128 GB RAM DDR4 Memory DIMMs FDR Infiniband connectivity Integrated on-board GbE 1TB Hard Drive (7200 RPM SATA)	



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Compute Nodes–for Implicit Codes	1 No.
24 cores(per node),IntelE5-2680 v3,2.5 GHz 256 GB RAM DDR4Memory DIMMs FDR Infiniband connectivity Integrated on-board GbE (8)x900GBSASHardDrive (10K RPM)	
Networking	
1Gb Ethernet switch with 10G	1 No.
36-port FDR Infiniband switch	1 No.
Operatingsystem:	
RedHat EnterpriseLinux6.0 or higher	

- (b) The Product shall have seamless interaction with existing Hyperworks Pre and post processors.
- (c) The Product shall support the installation of third party solvers like ANSYS.
- (d) The Product shall include the browser (without internet) interface to submit and post process the analysis from user PC.
- (e) The Product shall make the most use of the available computational resources.
- (f) The required servers of the Product shall be supplied and maintained by vendor and will be placed in MDL premises.

4. TRAINING: Vendor shall provide training on supplied software modules and hardware along with training manuals and training licenses (if required) for the training duration. The requirements of the training are as follows

- (a) No of personnel : 05 persons for each module
- (b) Frequency : At the time of installation and Once in a year during warranty
- (c) Location : Mumbai

(d) Duration :

At the time of installation	During warranty period
Radioss – 2 days Optistruct – 2 days Motion solve – 1 day Hypermath & Hyper study – 1 day FEKO – 2 days PBS Works – 2 days	As on when required by MDL .

5. LICENSE: Vendor shall provide perpetual unlimited solver licenses i.e. minimum 25 years license validity for the software modules. Vendor will ensure functioning of Product license till its validity even in case of any company mergers, acquisitions and expiry / cancellation of contract, and compelling changes in Hardware & Software without any cost implication.



6. **UPKEEP/UPGRADATION/MAINTENANCE:** The up keeping, up gradation and maintenance shall be as follows:

- (a) Vendor shall supply the latest version of Hyperworks unlimited software. All future upgrades shall be provided to MDL free of cost.
- (b) Vendor shall upkeep and maintains the Product System.
- (c) Vendor shall continuously adapt the Product System to new environment developed by the OEM.
- (d) Vendor shall provide the latest version of Product modules and its upgrades during the maintenance period.
- (e) Vendor shall distribute new releases of the Product System as soon as they are launched reflecting the latest status of the Product System.
- (f) Vendor shall provide access to Product Support website at any point of time to enable MDL to download all latest bug fixes and software patches.
- (g) Vendor shall provide unlimited phone / fax / email support from front Line support and local offices.
- (h) Whenever there is a requirement of migration of licenses across platforms, licenses shall be provided such that the functionality is maintained at no additional cost.
- (i) Vendor shall provide support to latest version and one version prior to it.
- (j) Vendor shall provide temporary license for migration of Product across platforms.
- (k) Vendor shall deliver any additional modules / licenses if any in case of changes in its Product modules / licensing and shall ensure to retain the functionality of Product.

7. **CUSTOMER SERVICE REQUEST(CSR):**The work-around offered by vendor should not lead to productivity loss to the MDL.The time limit to solve the problem / provide work-around should not normally exceed five (5) working days. However, for more complex problems based on Workaround and/or bug fix, this time limit may be relaxed for maximum period of one calendar month from the date of registration on due deliberations by both parties. Any delay in delivery of the solution beyond one month will incur penalty thereafter of Rs.7, 000/- per working day, per affected user licenses of any modules, or equivalent, capping to maximum 30% of purchase cost of product per incident. In case of a major breakdown of the Software or hardware System, vendor shall depute expert support personnel within 24 hours, who will install and set to work within 48 hours the Software and Hardware on a standby server (provided by MDL).



Vendor shall follow the following escalation policy where all CSRs are allocated to the following categories with stated response actions:

Classification	First contact	Response time	Solution and / or Target Response
Priority	Urgent	1 working day	Workaround, if available and / or bug-fix within 5 days.
Priority	High	2 working days	Workaround and/or bug fix within as soon as possible days.
Priority	Medium	5 working days	Workaround and/or error correction in next major release.
Priority	Low	30 days	-response- Impossible -Will do as a part of later release -Will note as idea for major system upgrade -Willing to do as customer funded

8. **DOCUMENTATION:** The Configuration of Product should be as per the MDL requirements and the documentation of the same (Soft and printed) shall be provided. The documents shall include software in CD, Manual, licensing document etc.

9. **WARRANTY:** Free Warranty of the supplied Product shall be for five years (60 months) from the date of installation and successful commissioning.

10. **DELIVERABLES AND SCHEDULE:** The list of deliverables and their schedule is as follows:

S.No	Deliverable	Schedule
1	Supply, installation, configuration, testing and commissioning of Hyperworks Unlimited along with documentation, installation training with provision of five year free warranty and free annual training during warrantee period.	D+ 10 weeks

D = Date of placement of Purchase Order.

11. **WORK DONE CERTIFICATE (WDC):** The Work Done Certificate will be issued by MDL (Design- CAD) after satisfactory completion of the work as per this SoW.



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Procurement of Hyperworks Unlimited Software.

Annexure -2

दर पत्रक | Rate Sheet

Item Sr. No. on Tender	Material / Service Details	Qty **	UNIT	Basic Rate Rs.	GST as applicable in %	HSN Code	Total cost incl. of Taxes & Duties Rs.
100	Supply, Installation, Configuration, Testing and Commissioning of Hyperworks Unlimited Software along with documentation, annual training and 5 years warrantee.	1	Set				

टिप्पणी | Note:-

1. Vendors are requested to fill up every column as applicable strictly as per Rate Sheet & for technical specification/scope of work, please refer tender document.

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



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Procurement of Hyperworks Unlimited Software.

Annexure 3

ACCEPTANCE FORMAT FOR STANDARD TERMS AND CONDITIONS (STACS)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000333

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

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

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



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Procurement of Hyperworks Unlimited Software.

Annexure 4

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000333

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

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A10 means - Clause nos. A11, A12, A13.

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



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Procurement of Hyperworks Unlimited Software.

ANNEXURE - 5

ACCEPTANCE FORM FOR TENDER ENQUIRY FORM (TEF)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
IT PURCHASE SECTION.
TENDER ENQUIRY No. 3000000333

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18		28	
9		19		29	
10		20		30	
31		-		-	

COMPANY'S NAME & ADDRESS :

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

NOTES :

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means - Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).

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