



TENDER ENQUIRY
[WEB TENDER]

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

Tender No : 1200001143
Purchasing Executive : Ashok Kumawat
To

Department: EY COMMERCIAL
Purchasing Executive: Ashok Kumawat
Telephone No:+91 23762610
Fax No:+91 23741386
Email ID: akumawat@mazdock.com

Tender Number: 1200001143
Tender Date:
Tender Closing Date 31.05.2017
Tender Closing Time 12:00:00
RFQ Number: 2010012649

Telephone No:
Fax No:
Email ID:

Tender Fee: Rs 0.00
EMD Amount: Rs 0.00

Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00
Tender Opening Date: 31.05.2017 Tender Opening Time: 15:00:00

Offer should be valid up to: 28.09.2017

Security Deposit: 0.00 % of PO value Perf. Bank Guarantee: 5.00 % of PO value

(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)

Dear Sir / Madam ,

SUB:- SUPPLY,INSTALLATION AND COMMISSIONING OF STANDARD PROBE

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **TWO BID** system (Part I Techno-Commercial Bid & Part II - Price Bid).

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00200	Material Number:- Standard Probe (Probe tip 2 Micron) Material Description :Standard Probe (Probe tip 2 Micron) for MAHR Make Digital Rugosimeter MARSURF M 300 Part No of Probe PHT 6-350 Installation, setting & trial of new Probe alongwith Digital Rugosimeter to be performed by bidder after supply	2 Number	05.10.2017

Tender Number:- 1200001143

Tender Date:-

RFQ Number:- 2010012649

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
00300	Commisioning of Probe With Rugosimeter The Line item 00300 covers the following services	1 Activity unit	05.10.2017
0000000010	Service Number:- Short Description:- Commisioning of Probe With Rugosimeter Service Details:- Installation , Commisioning & Calibration of newly supplied Probe on MAHR Make Digital Rugosimeter MARSURF M 300 at ENGG EY Premises	2 Number	

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.

For Mazagon Dock Shipbuilders Ltd

PART - A

WEB TENDER

E - TENDER ENQUIRY (TWO - BID SYSTEM)

DIVISION: SUBMARINE

DEPARTMENT- COMMERCIAL (EAST YARD)

TENDER NO: EY/CD/AK/DPO/1200001143.

TENDER DATE: - 10.05.2017.

CLOSING DATE: - 31.05.2017

CLOSING TIME: - 12.00 HRS.

TENDER FEE: - NIL.

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), INVITES COMPETITIVE BIDS from reputed **Indian Bidders/Suppliers** only in **TWO – BID SYSTEM** for the following Work / Supplies under e - tender requirement. For submission of offer through e tender, bidder should possess Digital Signature Certificate (DSC). For details bidder should visit <https://eprocuremdl.nic.in>. The details of DSC are available on MDL website (www.mazdock.com). For issue/up gradation of DSC to premium services, you can contact Help Desk: DSC Renewal & RESET process (0120 – 4200462, 0120-4001002, Mobile No. +91 – 8826246593 or e-mail:- eproc-support@gov.in).

1. Description of Work / Supplies:

Sr. No	Description & Specification of Item
1	SUPPLY, INSTALLATION AND COMMISSIONING OF STANDARD PROBE. The detailed scope of Supply and Work is uploaded as Enclosure – 1

2. **Duplicate Supply Clause:** In case of supply of duplicate supply/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 Organizations.

3. **INSTRUCTIONS TO THE BIDDERS**

- 3.1 Before submitting the bid please visit our website for any change in tender closing date or any other notice.
- 3.2 Bidder should submit all documents strictly through **e - tender only**. Physical copy of the bid will not be accepted for considering the bid.
- 3.3 For any technical query please contact to Mr Mayur Patil, Manager (ENGG-EY), Contact Details: 0223763812, 09323321417.

4. **Pre – Qualification documents and criteria:** - Bidders should submit the following documents along with their Offer (**Scan copy is to be appended in E – Tender**):-

- i) Bidders not registered with MAZAGON DOCK SHIPBUILDERS LIMITED should submit Valid Bidders Company Profile and Shop & Establishment registration certificate / Registration Certificate from local body for conducting business, duly self attested, stamped with their company seal.
- ii) The bidders experience and past experience on supplies for last 3 years (Order Copies & work completion certificate to be appended).
- iii) Bidders registered with MAZAGON DOCK SHIPBUILDERS LIMITED should furnish copy of valid Registration Certificate.

Note:

- a). Sr No.(i) not required for permanent registered vendors with MDL.
- b).Bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Purchase Order, Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

5 **Earnest Money Deposit (EMD) / BID BOND:** Not Applicable.

6 **Validity Period:** Bids / Offers shall have a validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

7 **Submission of offer in Two Bid System:** - Offer must be submitted in Part — I & Part – II as stated below:-

7.1 Part-I Bid: Technical Bid will be opened within 5 working days after the closing date/extended closing date (if not opened due to any technical error).

Technical Bid in original shall consist of the followings (Scan copy is to be appended in E – Tender):-

- 7.1.1 Bidder's Statement on their Company Letter head indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Work and other Terms and conditions as included in this e - tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- 7.1.2 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats to be filled online at e – tender & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 7.1.3 STACS Acceptance in the Prescribed Format to be filled online & filled 'Accepted OR Not Accepted' as applicable against the listed item in the prescribed format of e - tender.
- 7.1.4 Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender.
- 7.1.5 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.
- 7.1.6 Bidders / Suppliers should submit the additional documents as applicable and described at para 3 above and enclose scan copy of required documents.
- 7.1.7 **Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL/NSIC/ Micro & Small Enterprises / Registration Certificate from Local body for conducting business.**
- 7.1.8 Bank details for payment by RTGS / NEFT in the format enclosed.

7.2 Part-II Bid: This should contain only the PRICES for the listed item strictly in the prescribed format provided with the e – tender. Prices mentioned/specified in any other format will not be considered for evaluation.

8. Bid Rejection Criteria:

- A. Following bids shall be **categorically** rejected;
 - i. Bids received in physical form other than e – tender will be categorically rejected.
 - ii. Bidders not agreeing to provide assistance for installation of equipment supplied by them.
- B. Following bid rejection criteria may render the bids **liable** for Rejection:
 - i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks 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. Bids received without pre – qualification documents where required as per tender.
 - v. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - vi. Unreasonably longer delivery period quoted by the firm.
 - vii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - viii. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.

9. Delivery Period / Contract Period /Completion Schedule:

(I) Supply, Installation, Settings, Trial and Commissioning of all quantities for all items **within 4 weeks** from date of purchase order.

(ii) Time is the essence of contract. Bidders are requested to confirm the delivery schedule in their bid. All items as per specification should be supplied, Installed, trialed and Commissioned within **4 weeks** from the date of purchase order. Bidders are requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.

(iii) Items to be Free Door delivered to MDL Stores East Yard, Mumbai.

(iv) Delivery/completion date mentioned in the RFQ is tentative date. Delivery/completion date mentioned in PO will be final.

10. **Pricing:** The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. The prices quoted shall be as "free delivery at MDL stores". Taxes, Duties and levies shall be indicated separately.

11. **Terms of Payment:** -

Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, octroi, service tax etc. as may be payable through RTGS /NEFT/ECS between 25 to 30 days after receipt of complete set of the items / Equipment, spares, work completion certificate, Installation and Commissioning etc as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry format at [Enclosure-8](#).

Following documents to be submitted to Bill Passing Section through Receipt Section for release of Payment and copy to Commercial – East Yard.

- a) Tax Invoice (Original).
- b) Delivery Challan (Endorsed by Stores).
- c) User Acceptance Report/WCC by MDL user dept.
- d) Guarantee/Warranty Certificate.
- e) Performance Bank Guarantee

12. **Guarantee/ Warranty:** The supplied items shall be guaranteed/warrantees for a minimum period of one year from the date of commissioning of items at MDL for any manufacturing defects. The supplier will have to rectify any defects noticed during guarantee period at no extra cost to MDL.

13. **Performance Bank Guarantee:** The successful supplier will have to submit a performance guarantee of an amount equivalent to 5 % of the total order value excluding taxes, duties, freight etc. in the form of Bank Guarantee from the list of banks approved by SBI/Canara bank published on MDL website in a prescribed format enclosed ([Enclosure-10](#)) & valid for 12 months plus one month claim period, from the date of the commissioning of the item.

14. **Security Deposit:** Not Applicable.

15. **Taxes & Duties:**

Bidders must indicate the nature of taxes & duties applicable for the work and quote the amounts of Taxes and duties as applicable separately as shown in Part – II price bid format at Enclosure – 2. The items/services – wise rates quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in same Rate Sheet, which will be paid extra.

Supplier will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

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.

16. **Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non-ISO bidders, Firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:

- 16.1 It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- 16.2 Delivery of the goods at MDL premises should be responsibility of the supplier.
- 16.3 For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- 16.4 Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period

(which works out to 4%) and the quoted price will be loaded accordingly by 1%. **Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.**

- 16.5 Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof, if the period under variation does not lead to Bid rejection criteria.

17. **Ranking of Bids & Determination of L-1 Bidders:**

Ranking of price bids shall be done on the basis **of overall cost basis, including of taxes**. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

Important Note:

a. After opening of Technical Scrutiny/evaluation report, intimation for price bid opening will be intimated to the concerned technically accepted bidders only. It may please be noted that such intimation may be given at a short notice through fax/e-mail/telephone only to such bidders. Bidders should login into MDL e-portal to witness price bid opening.

b. On-line ranking visible to the bidders after opening Part - II price bid is not final & is without loading parameters. However the L1 bidder will be evaluated offline after consideration of all applicable loading parameters as mentioned in the tender document and commercial terms. Amongst the equal bid/offers, bidders with ISO 9000 series accreditation over Non – ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

No price preference shall be given to any bidder irrespective of their status

18. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate transport mode as per the order to 'MAZAGON DOCK SHIPBUILDERS LIMITED Stores' at East Yard Stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

19. **Split/Parallel Order: Not Applicable.**

20. **FREE ISSUE MATERIAL (FIM) Bank Guarantee: Not Applicable.**

21. **Modifications to the Bids:** - Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids.

22. **Public Grievance Cell:** A Public Grievance Cell headed by **General Manager (F - CA), Shri. S.D.Kajawe** 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 Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 1561 Ext'n 2121.

23. **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 undelivered /unfinished portion of the order/ contract.

NOTE: ENGG-EY will submit delay analysis report for calculation of liquidated damages along with acceptance report/WCC to dealing executive.

24. **Option Clause:**

MDL retains the right to place orders for additional quantities upto a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

25. **Freak Low Quotes:** 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 more 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. **Receipt Inspection:**

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

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

28. **Hindrance Register: Not Applicable.**

29. **Purchase Preference: Not Applicable.**

30. The bidder also hereby confirms acceptance and compliance of the Scope of Supply and all other enclosures attached herewith. The bidder hereby confirms that any deviation taken have been recorded / listed in a separate sheet(s) indicating all relevant details such as Number and description of the clause, reasons of deviation and suggested alternatives in the following format and submitted in the Technical Bid (Part-I) of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bids. **BIDDERS TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE TECHNICAL (PART-I) BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL.** Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with Techno-Commercial (Part-1) Bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety Clause. In the event we do not receive the Acceptance Formats duly filled Signed & Stamped it shall be Presume that all Tender Terms & Condition mentioned herein are Acceptable by the Bidders. The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

31. MDL reserves the right to consider/cancel placement of Order / Contract in part or in full against the tendered quantity.

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

33. Issue of Tender Enquiry Document: - The Tender Enquiry can be downloaded from our website www.mazdock.com.

34. Bidders intending to witness the Tender opening shall login into <http://eprocurermdl.nic.in>.

35. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED**
Ashok Kumawat, SE (C – EY)
(Purchase Executive)

Enclosures:

Enclosure1: Scope of Supply / Work.

Enclosure2: Rate Sheet Format.

EY/CD/AK/DPO/1200001143 Supply, Installation, Settings, Trial and Commissioning of Standard Probe

Enclosure3: Tender Enquiry Terms and Acceptance Format.
Enclosure4: General Terms & Conditions with Acceptance Format.
Enclosure5: Standard Terms & Conditions (STACS) with Acceptance Format
Enclosure6: Deviation Sheet
Enclosure7: Loading Factors
Enclosure8: RTGS/NEFT Format.
Enclosure9: Check List for Bidder's
Enclosure10: PBG Format

Bidders to refer following documents of this Tender from MDL website “www.mazdock.com” under Heads – Tenders / EY Submarine and reading “Standard Annexures for EY-Tenders”.

- Performance Bank **Guarantee** format.
- NEFT Format.
- General Terms & Conditions (GT&C). Encl. 4 below.
- Standard Terms & Conditions (STACS) FOR PURCHASE OF ITEMS. Encl. 5 below
- Statutory Requirements, Official Secret Act 1923 & Safety clause.

TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

A.SCOPE OF SUPPLY

Sr. No	Description & Specification of Item	Quantity Required	Unit	Delivery From the date of PO Months/Weeks
100	Standard Probe (Probe tip 2 Micron) Standard Probe (Probe tip 2 Micron) for MAHR Make Digital Rugosimeter MARSURF M 300 Part No of Probe PHT 6-350 Installation, setting & trial of new Probe alongwith Digital Rugosimeter to be performed by bidder after supply	02	nos	4 weeks
200	Commisioning of Probe With Rugosimeter	01	AU	
10	Commisioning of Probe With Rugosimeter Installation , Commisioning & Calibration of newly supplied Probe on MAHR Make Digital Rugosimeter MARSURF M 300 at ENGG EY Premises	02	nos	

Important Note:

- **Bidders are requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.**
- **No multiple options to be offered other than mentioned above by any firm in their offer.**
- **Please submit signed and stamped copy of this as a token of acceptance that bidder fully understood scope of supply & work and quoted prices are in line with the specification mentioned in scope of supply & work.**

RATE SHEET FORMAT

TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

Sr. No.	Material / Details	Qty (in Nos.)	Unit Price in Rs.	Total Price in Rs./-
100	Standard Probe (Probe tip 2 Micron) Standard Probe (Probe tip 2 Micron) for MAHR Make Digital Rugosimeter MARSURF M 300 Part No of Probe PHT 6-350 Installation, setting & trial of new Probe alongwith Digital Rugosimeter to be performed by bidder after supply	02		
200	Commisioning of Probe With Rugosimeter Installation , Commisioning & Calibration of newly supplied Probe on MAHR Make Digital Rugosimeter MARSURF M 300 at ENGG EY Premises	02		

- **Bidders are requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.**

IMPORTANT NOTES TO THE BIDDERS:

- TAXES & DUTIES:**
The rates / price quoted by Indigenous Bidder are to be exclusive of duties and taxes. However, nature / type and rate of duties & taxes are to be clearly indicated in the offer by the bidder separately.
- Supplier should clearly indicate “QUOTED” or “NOT QUOTED” as applicable against each of the above listed items.**

Sr. No	Taxes, Duties & other charges (Please specify with applicable rates)	Applicable Rate	Amount
1	Excise Duty for line item 100		
2	VAT for line item 100		
3	CST for line item 100		
4	Octroi for line item 100		
5	Service tax for line item 200		
5	Please Specify any other Taxes & Duties for particular line item		

- Supplier may indicate minimum acceptable order value. In absence, they have to accept based on the lowest offer, (Net Outgo Basis), calculated by MDL.
- All pages of the tender document including scope of supply, terms & conditions must be signed, stamped with Co. seal and submitted along with the Part-I of the offer as a token of acceptance of the terms and conditions. In case your offer deviates from our requirement and terms and conditions in any manner, these deviations must be clearly indicated in your PART-I in a separate sheet, failing which our requirement and terms and conditions will be binding on bidder.

Company's Seal

(Signature, Name & Designation)

Date:

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as ACC/DEV)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

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.	ACC/DEV	2.	ACC/DEV	3.	ACC/DEV
4.	ACC/DEV	5.	Not Applicable	6.	ACC/DEV
7.	ACC/DEV	8.	ACC/DEV	9.	ACC/DEV
10.	ACC/DEV	11.	ACC/DEV	12.	ACC/DEV
13.	ACC/DEV	14.	Not Applicable	15.	ACC/DEV
16.	ACC/DEV	17.	ACC/DEV	18.	ACC/DEV
19.	Not Applicable	20.	Not Applicable	21.	ACC/DEV
22.	ACC/DEV	23.	ACC/DEV	24.	ACC/DEV
25.	ACC/DEV	26.	ACC/DEV	27.	ACC/DEV
28.	Not Applicable	29.	Not Applicable	30.	ACC/DEV
31.	ACC/DEV	32.	ACC/DEV	33.	ACC/DEV
34.	ACC/DEV	35.	ACC/DEV		

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS
(Bidders requested to fill complete details as ACC/DEV)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

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
A20 (Security Deposit)	Not Applicable	A30 (Forfeiture of EMD/BID BOND)	Not Applicable	A40 (Forfeiture of SD)	Not Applicable
A50 (Forfeiture of Performance guarantee)		A60 (Supplies)		A70 (Progress report and monitoring)	
A80 (Cancellation of order)		A90 (Preservation and Maintenance)		A100 (Freight and Insurance)	
A110 (Taxes and duties)		A120 (Demurrage)		A130 (Inspection, Testing)	
A140 (Receipt Inspection by MDL)		A150 (Rejection of Material)		A160 (Technological developments and modification)	
A170 (Purchaser Right)		A180 (Bank Guarantee/Insurance Cover)		A190 (Bidders response in case of no participation)	
A200 (Facility Provision)					

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.

STACS ACCEPTANCE FORMAT
(Bidders requested to fill complete details as ACC/DEV)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (E.Y)
TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
<u>120 (General)</u>		<u>200 (Communication and Language)</u>		<u>210 (Purchasers Property)</u>	
<u>220 (Risk Purchase)</u>		<u>230 (Recovery Adjustment Provision)</u>		<u>240 (Additional Bank Guarantee)</u>	
<u>250 (Indemnification)</u>		<u>260 (Transfer of Supplies/Contract)</u>		<u>270 (Sub contractor and Right of Purchase)</u>	
<u>280 (Patent Rights)</u>		<u>290 (Agents/Agency Commission)</u>		<u>300 (Use of undue influence/corrupt practice)</u>	
<u>310 (Immunity of Government of India Clause)</u>		<u>320 (Export License)</u>	Not Applicable	<u>330 (Banned or de-Listed contractors)</u>	
<u>340 (Duty of personnel of vendor)</u>		<u>350 (Arbitration)</u>		<u>360 (Jurisdiction of Court)</u>	
<u>370 Contract labour Act 1970</u>		<u>380 Minimum Wages Act</u>		<u>390 Bonus Act</u>	
<u>400 Factory Act</u>		<u>410 Employee Provident Fund and miscellaneous provision Act 1952</u>		<u>420 Employees' State Insurance Act</u>	
<u>430 Safety</u>		<u>440 Police verification of employees</u>		<u>450</u>	

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example '6' means – clause nos. 6.1, 6.2.

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in PART- I bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD
TENDER ENQUIRY NO.: EY/CD/AK/DPO/1200001143

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:

LOADING FACTORS FOR RANKING OF BIDS

A.

Sr. No.	Description	
1	Basic price Quoted	a) Ex Works b) Delivered to MDSL Stores
2	Add: insurance charges	In case of 1(a)
3	Add: Inland Road Transport	In case of 1(a)
4	Cost excluding taxes & duties without loading towards any deviations	Sr.Nos.(1+2+3)

B. Loading due to variations in financial Term

5	Variation in payment Terms	
6	Cost excluding Taxes & duties after loading for variations in financial terms.	Sr.Nos.4 + 5

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

7	Additional delivery period sought over stipulated period as per Tender	
8	Liquidated damages per week rate / maximum ceiling	
9	Warranty / Guarantee	
10	Cost excluding Taxes & duties after loading for variations on account of financial & Commercial Terms	Sr.Nos. 6+7+8+9

D Landed Cost:

11	Taxes & Duties	
12	Landed cost	Sr.Nos. 10+11

Bidders are requested to check and fill up the followings before they submit their bids and submit along with the offer:-

CHECK LIST FOR BIDDER'S/SUPPLIER'S				
TENDER NO. 1200001143		DTD.	CLOSING DATE.	
Scope of Work: Supply and Installation of Standard Probe.				
Sr. No.	Description	Tender Requirement	Supplier	
			Strike off whichever is not applicable	Remark (if any)
1	Offer Ref. No.	Supplier has to mention their offer no.		
2	Technical Acceptance	Supplier has to mention about total technical acceptance of Tender. (as per Encl. 1)	Accepted / not accepted	
3	Registered	Whether supplier is Temporarily or Permanently registered with MDL or not registered at all.		
4	Registration Document & Purchase Order copy as per TEF 3.1 & 3.2.	Whether supplier submitted copy of Registration duly attested (If he is Temp. or Permanent Registered) along with Document required as per Tender Enquiry Format (TEF-3)	Submitted /not submitted	
5	Payment Terms	Supplier has to mention whether payment terms are acceptable or not acceptable as per tender enquiry clause no. 10. If any deviation is there, same has to be mentioned.		
6	Blank Price bid format	Whether supplier/contractor submitted Blank Price-Bid Format (stating only quoted/not quoted) in Part I – Bid (Technical bid).	Submitted /not submitted	
7	Offer Validity	Supplier has to mention validity of their offer (in terms of days) from the closing date of TENDER.		
8	Delivery Period / Completion Schedule	Supplier has to mention delivery / completion period for Scope of work (in terms of day).		
9	TEF Acceptance	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no. ----.	Acceptable / Not acceptable /Deviation sought for TEF Clause no.---	
10	STAC Acceptance	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
11	GT&C Acceptance	Whether Supplier accepted/ not accepted GT & C.	Accepted/Not Accepted	
12	Deviation	Whether supplier submitted/Not submitted Deviation form .If any deviation seeks, same has to be mention in Remark.		
13	Taxes & Duties	Supplier has to mention applicable taxes & duties in terms of % in Part I – Bid (technical part). If not, write nil.	Y/N	
14	Guaranty/Warranty	Bidders to confirm guaranty/warranty of the offered items.	Y/N	
15	Delivery terms	Supplier has to mention about free delivery of material to MDL Stores or if any deviation is there, same has to be mentioned.		

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 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 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 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.
3. In case any changes to format are desired by the supplier the same shall be approved as under –
 - i) Dealing Executive to initiate and put up.
 - ii) HOD(C)/PE(C) to recommend
 - iii) CS/GM(L&E) to vet.
 - v) Functional Director to approve.
4. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.
5. If the supplier requests, to permit them, to submit Bank Guarantee in URDG758 format then the Bank Guarantee shall be got vetted from CS/GM (L&E) and approved from Functional Director.