



TENDER ENQUIRY
[**PRESS TENDER**]

माझगाव डॉक लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK LIMITED
(A Govt. of India Undertaking)
Dockyard Road, Mumbai 400 010
Website - www.mazagondock.gov.in
Certified - ISO 9001 : 2008 for Shipbuilding Division

Tender No : 6000000445
Purchasing Executive : AJAY KUMAR SHUKLA
To

Department: OTS(OUTSOURCING DEPT.)
Purchasing Executive: AJAY KUMAR SHUKLA
Telephone No:+91 23763312
Fax No:+91 23743198
Email ID: akshukla@mazagondock.gov.in

Telephone No:
Fax No:
Email ID:

Tender Number: 6000000445
Tender Date: 25.07.2014
Tender Closing Date 01.09.2014
Tender Closing Time 15:00:00
RFQ Number: 2110000642

Tender Fee: Rs 0.00
EMD Amount: Rs 315,000.00
Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00
Tender Opening Date: 01.09.2014 Tender Opening Time: 15:30:00
Offer should be valid up to: 31.12.2014
Security Deposit: 5.00 % of PO value Perf. Bank Guarantee: 0.00 % 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:- BIENNIAL RATE CONTRACT FOR HIRING 3T/5T FORKLIFTS FOR MATERIAL HANDLING AT MDL'S VARIOUS YARDS.

Mazagon Dock 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
00100	HIRING OF FORKLIFT AS & WHEN REQUIREMENT Service Description :HIRING OF FORKLIFT AS & WHEN REQUIREMENT The Line item 00100 covers the following services	1 Activity unit	30.09.2014
000000010	Service Number:- Short Description:- HIRING OF 3T FORKLIFT AS & WHEN REQUIRE	7,604 Number	

Tender Number:- 6000000445

Tender Date:- 25.07.2014

RFQ Number:- 2110000642

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
0000000020	Service Details:- HIRING OF 3T FORKLIFT AS & WHEN REQUIRMENT BASIS. 01 No = 01 Shift of 8hrs Service Number:- Short Description:- HIRING OF 5T FORKLIFT AS & WHEN REQUIRMN Service Details:- HIRING OF 5T FORKLIFT AS & WHEN REQUIRMENT BASIS. 01 No = 01 Shift of 8hrs.	280 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 Ltd

PART-A

MAZAGON DOCK LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on our e-procurement portal <https://mdl.eproc.in> for the following Scope of Work / Supplies, terms and conditions:

Description of Services: Biennial Rate Contract for Hire of 3 Tons and * 5 Tons Forklifts for material handling at MDL, Anik Chembur Yard and Sewree Stores. The contractor will have to provide 3 Tons Forklifts on regular basis. The location wise details for supply of 3 Ton Forklifts are as under;

Sr No	Department/Location where the services are required.	Tentative Qty of 3T Forklift required on each working day.	Service Condition/ Remarks.
1	SB-MTC at MDL Premises (SY,NY,EY,Bond Stores,CSS & Alcock) at Dockyard Road.	8 Nos	8 Hrs Shift/Day
2	SB-Stores at Anik Chembur Yard.	5 Nos	8 Hrs Shift/Day
3	Sewree Stores.	1 No	8 Hrs Shift/Day

Note:

- i.** *5 Ton Forklifts are not regular requirement. Therefore, the contractor will have to provide 5 Ton Forklift as and when requirement arises, with 24 hrs notice at the contracted rate.
- ii.** Daily means on all working days except Saturdays, Sundays & Holidays.
- iii.** Working time will be calculated from the time of reporting at MDL User Department/s site to the time of leaving the work site, which excludes ½ hour lunch time.
- iv.** Above mentioned quantities are indicative however Bidder will have to provide additional forklifts for capacities as mentioned above, if the need arise with 24 hrs notice at the same approved/contacted rates agreed upon for supply.
- v.** Vendor has to upload the detail of all offered (Owned/MOU) forklifts strictly in the format given at **Enclosure-5**.
- vi.** Bidder has to provide *extra Fork of length 1200 mm for handling cargo having more width than standard fork length as and when required.*

1. The detailed scope of work & Additional Terms and Conditions is enclosed herewith at **Enclosure-1**.

2. INSTRUCTIONS TO THE BIDDERS

List of following scanned image of documents to be uploaded by Bidders along with their offer

- i) Bidders Company Profile and Shop & Establishment registration certificate.
- ii) List of personnel with designation, qualification and experience to determine their capabilities.
- iii) Valid Service Tax registration certificate.
- iv) Bidders registered with Mazagon Dock Limited should Upload Scanned copy of valid registration Certificate.

3. PREQUALIFICATION CRITERIA:

Bidders to Upload Scanned Copy of Image of Following documents

- i) The bidder should have the fleet of minimum 5 nos. 3 Tons capacity Forklifts out of which at least 3 should be owned by bidder as on tender closing date and for balance Forklifts must have valid Memorandum of Understanding duly notarized with Firms/Organization having above stated Fleet. Detail of forklift must be mentioned in MOU. Bidder has to upload Valid paper e.g. RC / fitness / insurance / Road Permit / PUC of all offered (owned / MOU) Forklift along with Part-1 bid.
- ii) Model of offered Forklifts (Owned/MOU) must be of year 2004 and later.

- iii) Bidder's average Audited Annual financial turnover during the last 3 years ending 31st March i.e. 2010-11, 2011-12, 2012-13 should be at least Rs. **23,62,500/-**. In this connection you are requested to submit the audited balance sheet and profit and loss account for Financial year 2010-11, 2011-12, 2012-13.
- iv) Bidder's experience of having successfully completed similar works i.e. supply of Forklifts etc during last 7 years ending on 31.03.2014 should be either of the following;
- Three similar completed works costing not less than Rs. **63,00,000/-**
OR
 - Two similar completed works costing not less than Rs. **78,75,000/-**
OR
 - One similar completed works costing not less than Rs. **1,26,00,000/-**
OR
 - Jobs of similar nature completed in a span of 12 months totaling to not less than Rs. **39,37,500/-**.

Note:

- It is clarified that the work executed by the **Bidder** for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.
- Bidders need to Upload supporting documentary evidence in support of the Pre Qualification Criteria viz. **Work Order, Work Completion Certificate** issued by the party for whom the work is done. MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary.
- The Bidder should furnish a copy of valid Test Certificate for the required forklifts issued by the competent person / authority approved by DGFASLI (earlier Director General of Safety & health (DISH) in the form 11 of Indian Factory Act.
- The Forklifts deployed should be fit in all respect for operation in accordance with Motor Vehicles Act and Rules made there under. Further, the right capacity of Forklift should be deployed.

4. Earnest Money Deposit (EMD) :

- Indigenous bidders shall furnish EMD **Rs 3,15,000/- (Rupees Three Lakhs and Fifteen Thousand only)** in the form of crossed DD/Pay Order / Bank Guarantee drawn in favour of MAZAGON DOCK LIMITED payable at Mumbai. The / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks excluding co-operative banks, payable at Mumbai. Bidders to advise their bank/banker to send original BG directly to commercial department in sealed envelope.
- Bidders are requested to upload the scanned copy of EMD online along with the bid and forward the original EMD enclosed in a envelop addressed to **HOD (Outsourcing), 6th floor, Service Block, North Yard, Mazagon Dock Limited, Mumbai – 400 010**, superscribing Tender No & Tender date by Speed Post / Registered Post / Courier Service/Hand Delivery to reach the office of HOD (Outsourcing) **within one week from Tender closing date i.e. on or before 08.09.2014.**
- Timely submission of the EMD is the responsibility of the bidders and no reasons/excuses in this regard will be entertained by MDL.
- The Bids of bidders will not be considered whose EMD received after the date given above.
- EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. The format of Proforma Bank Guarantee for EMD as per format available on MDL Website. **If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank.**

4.6) **EXEMPTION FROM SUBMISSION OF EMD/BID BOND**

Following bidders shall be exempt from submission of EMD.

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Limited (MDL). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by MDL. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- c) 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 of the registration certificate issued by NSIC. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- d) All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.

5. Validity Period: Bids / Offers shall have the validity period of 120 Days from the tender closing date.

6. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM: Offer must be submitted in Two parts, Part - I (Techno-Commercial Bid) & Part – II (Price Bid) on the MDL's e-Procurement website <https://mdl.eproc.in> on or before **01.09.2014 at 15:00 hrs.**

Techno-Commercial Bid Part-I: This part should contain the following documents;

- i) Detail of all offered (owned/MOU) forklifts strictly in the format given at **Enclosure-5.**
- ii) Valid paper e.g. RC / fitness / insurance / road Permit / PUC of all offered (owned / MOU) Forklifts.
- iii) The scanned image of DD / BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF clause no. 4 shall be uploaded.
- iv) Price schedule BLANKING the PRICES but clearly indicating '**QUOTED / UNQUOTED**', also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL's e-Procurement website <https://mdl.eproc.in>.
- v) Bidders / Vendors should upload the scanned documents as applicable and described at para 3 above.
- vi) Online Acceptance on clauses of Tender Enquiry, General Terms & Conditions (**GT&C**), Standard Terms & Conditions (**STACs**) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- vii) Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
- viii) Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
- ix) Scanned Copies of valid Registration or Approval certificates in case of Bidder's firm registered with MDL / NSIC.
- x) Scanned copy of Bank details for payment of NEFT / RTGS in the format enclosed.
- xi) Scanned image of Valid Service Tax registration certificate.

Note:

- a. MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- b. The bidder is requested to ensure that all the documents asked for are submitted and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.

- c. The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the drop-down field choices available against the relevant Para no. /Clause no. of TEF/STACS/GT&C (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.
- d. Blank Rate Sheet form is required to be filled-up by the bidder online by selecting "QUOTED" or "NOT QUOTED" from the drop-down field choices available, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

Price Bid (Part-II): In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in E-Procurement Portal. **Offer in any other form shall not be considered.**

7. Bid Rejection Criteria:

- a. Following bids may 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 submitting original EMD on or before **08.09.2014** (other than those who are exempt from payment of EMD), as specified in the tender or online submitted EMD details not matching with original submitted EMD.
 - iv) Bid not submitted through on-line e-procurement portal.
 - v) Bidders who do not quote for all items/services of rate sheet.
- b. Following bid rejection criteria may also render the bids Liable for Rejection.
 - i) Bidder's failure to upload / forward sufficient or complete details for evaluation of the bids even after reasonable time.
 - ii) Validity period indicated by bidders is shorter than 120 days.
 - iii) Bidders not agreeing to furnish Security Deposit.
 - iv) Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
 - v) Bids with technical requirements and or terms not acceptable to MDL.
 - vi) Bids received without pre-qualification documents & documents to be submitted along with Part-1 Bid where required as per the tender.
 - vii) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.

8. **Contract Period:** The Contract shall be awarded for TWO YEAR to successful bidder.
9. **Prices: The bidder shall quote all services/ works and items listed in the Part-II (Price Bid) of the tender enquiry.** The quoted prices shall be inclusive of all expenses, however, applicable taxes to be indicated separately in Part II (Price bid). The prices quoted shall remain firm & fixed during the currency of contract.
10. **Terms of Payment:** Payment will be made for monthly running bill through RTGS/NEFT/ECS between 25-30 days on submission of monthly running bills in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy) duly signed by CM or officer of above level of respective user dept.
11. **Taxes & Duties:** The Item / Service-wise rates quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the in the same Rate Sheet, which will be paid extra based on tax invoice to the extent applicable.
12. **Loading & Bid Evaluation 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 will be given preference. The loading and Bid Evaluation criteria that will be adopted as detailed below

a.) Payment Terms: It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of State Bank of India plus 2% on the quoted price.

The placement of the Order will be decided on the overall Lowest (line item 1 and 2 of rate sheet) L1 bidder of the Rate Sheet. Ranking of Price Bids shall be done on the basis of "all inclusive of Taxes, Duties & Levies".

- 13. Security Deposit:** The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of LOI / Order / Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only. Any delay in submission of security deposit beyond above mentioned period shall result into charging of interest by MDL on the contract @ prevailing SLR of SBI + 2% on the security deposit amount for the delayed period.
- 14. Penalty / Liquidated Damages:** In the event of failure or delay of the contractor in placing the required Forklifts at the disposal of MDL or Forklift is not in acceptable condition for reasons whatsoever then MDL shall have the option to exercise following rights;
- a. In the event of substitute Forklift not being provided in time as stipulated above, MDL shall have the right to hire out from any other source and return the vehicle provided late by the contractor. The contractor shall not raise any objection and reimburse extra expense incurred by MDL.
 - b. If the Forklifts do not report for duty on any day, a penalty of sum amounting to daily shift rate will be charged apart from nonpayment on that particular day.
 - c. In case of breakdown of Forklifts during hiring period, the same should be repaired / replaced within two hours of occurrence of such breakdowns. Idle time due to stoppage will not be paid for and proportionate deductions will be made for same. If the contractor is unable to repair/replace within 2 hours at place of work/destination at his sole risk and cost, MDL shall recover from the contractor an amount of Rs.1000/- per day for the entire duration the Forklifts has not been made available to MDL from the pending bills. The amount due shall not be limited to the outstanding amount due to the contractor.
 - d. MDL reserves the right to hire out Fork Lifts from other sources, if the substitutes Fork Lifts are not provided in time. Any cost incurred on account of such hiring if in excess of rates agreed to be paid to the contractor by the Company under the contract, would be debited to the contractor who has failed to provided a substitute Fork Lift or carry out repairs in time.
 - e. If the failures are repetitive, then, the company will terminate the contract without paying any compensation and forfeiting the Contractor's Security Deposit. The contractor will be informed in writing about termination of the contract.
- 15. Risk Purchase:** If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest. MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.

- 16. Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 6rd floor, Mazdock House Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762121 and Extn No: 2121.
- 17.** Bidders shall abide by all Standard Terms And Conditions for services (STACS) Enclosure-3, General Terms & Conditions (GT&C) Enclosure-4 and also abide statutory requirements, Official Secret Act 1923(Extract) the same can be downloaded from the MDL Website www.mazagondock.gov.in →Tenders →Shipbuilding→ Outsourcing . Online acceptance on all clauses of TEF, GT&C and STACs as per formats available on e-procurement portal <https://mdl.eproc.in> shall be done by the bidder along with techno-commercial (Part-I) bid.
- 18. Working on MDL Holidays:** Request for permission for working on Saturday / Sunday /holidays if required, should be uploaded 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.
- 19.** Bidders can participate in online bidding
- By registering with <https://mdl.eproc.in> for User ID and password.
 - By obtaining class III DSC (Digital Signature Certificate) for secured bidding.
- 20.** Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered. Part-I Bid shall be opened **on 08.09.2014**.
- 21.** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <https://mdl.eproc.in> However, training programme is arranged in MDL Premises on every working Fridays in two sessions (1000 – 1200 hrs and 1400 – 1600 hrs) for prospective/willing Bidders. Please contact Mr. M K Dagade–DGM(Material) of MDL on phone no 022-23763252 OR Mr. Nigam Mhatre of M/s C1 India on Mob No. 09768298601 for DSC (Digital Signature Certificate) and for any other help related to On-Line Bidding.
- 21.1 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) (*also known as Class-II B or above DSC with encryption& signing authority*) 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.
- 21.2** DSC, valid for one year, for purchase is also available from MDL's ASP, M/s. C1 India P Ltd for MDL's Suppliers on specially discounted price. Contact Ms. Shweta Bodhe – 022- 6686 5606.
- 21.3** In order to familiarize prospective bidders to e-Tendering / e-Procurement's other aspects, etc., regular orientation training programs {of two (2) hours duration} are being organized at MDL. Details of the MDL Officials concerned for conducting the training program are made available at the top on the web page on MDL's website (<http://www.mazagondock.gov.in>→Work/Service Contracts→Tenders). The interested bidders are requested to get themselves acquainted with all the requisite aspects & be prepared by attending the training by contacting the ASP/MDL official(s). The firms may nominate only one representative from their organization to attend such training. Training shall be conducted every Friday between 2.00 & 4.00 pm in MDL.
- 21.4** Besides the training being organized, online User Manual is available on the website for the guidance of users. & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

21.5 Bidders are advised to upload their offers well in advance before tender closing date and time to avoid any difficulties in uploading the tenders. Request for extension of due date will not be entertained in last minute for whatsoever reason including hardware/software problems, internet connectivity, system configuration, browser settings etc. Bidder/s intending to submit their bid and not having DSC in order to facilitate uploading of bid well within closing date, should approach the Service Provider (Contact details provided in para **21.6 below**) latest 10 working days in advance of tender closing date requesting for DSC and simultaneously forward the copy of the request to designate MDL dealing officer. In case wherein DSC not received within 3 to 4 working days of the request made to service provider, the Bidder shall inform to GM (OTS) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to GM (OTS) at least three days in advance from tender closing date. Any request for extension of tender due date for reasons other than delay in receipt of DSC as above will not be entertained.

21.6 For any further details of e tendering & digital signatures, please contact, Mr. Mahavir Dagade, DGM (Material Purchase) 022- 2376 3252, Mr. Nigam Mhatre-9892956686, email id:- mdlsupport@c1india.com, nigam.mhatre@c1india.com, Global Support Number +91- 022 - 6686 5600/01 /05/ 08 /31/ 33 /35.

- 22.** Entry Pass for Contractors: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazagondock.gov.in Shipbuilding → Outsourcing → Tenders.
- 23.** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
- 24. Contact Execution:** Contractor has to provide the Forklift as per given instruction/notification by various user dept of MDL. Date and Timing of shall be intimated by user dept and contractor shall adhere to that schedule. For any clarification interested bidder may contact to **CM (OTS) on Phone no 022-23763312/3080/3335.**

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

Yours faithfully,
For **MAZAGON DOCK LIMITED,**

Chief MANAGER (OTS)

Enclosures:

Enclosure -1	Scope of work / Additional Terms & Condition
Enclosure -2	Rate Sheet
Enclosure -3	RTGS/NEFT Format
Enclosure- 4	Vendor Declaration
Enclosure- 5	Detail of Forklifts

References: Terms & conditions (Available on MDL website -www.mazagondock.gov.in → Tenders → Shipbuilding → Outsourcing

- i. Standard Terms & Condition
- ii. General Terms & Condition
- iii. Official Secret Act 1923 (Extract)

Formats: Available on MDL website -www.mazagondock.gov.in → Tenders → Shipbuilding → Outsourcing

1. OTS-F-05 Bank Guarantee for EMD
2. OTS-F-07 Order Acceptance Format
3. OTS-F-08 Bank Guarantee for Security Deposit

ENCLOSURE-1**Scope of Work / Additional Terms & Conditions**

Hire of 3 Ton / 5 Ton Forklifts

1. The contractor will have to provide 3T Fork Lifts as indicated in the tender Para-(1) on regular basis. However, Contractor should provide any number of Forklifts at given time including Saturdays, Sundays & Holidays based on MDL requirements with 24 hrs. notice. *These offered Fork Lifts (Owned / MOU) must be registered in the name of the contractor or his firm's name or in the name of the partner (s) of the same firm on whom the contract would be awarded. If contract is awarded, the tenderer (s) should be in a position to mobilize the same Fork Lifts for which the firm has furnished the details & submitted documents within 15 days.*
2. MDL reserves the rights to reduce the period of the contract and also the requirement of vehicles to be hired.
3. MDL reserves the right to make any other arrangements, use its own Forklifts or hire from any other contractor(s) or run parallel contracts with more than one contractor at its sole discretion. The contractor(s) shall not be entitled to any compensation or consideration in any such events except the hire charges for the actually hired Forklifts.
4. **Operational Norms and Conditions .**
 - a. _For advance planning and proper coordination of operations the contractor shall nominate his representative who should be available at call daily at MDL & at a time to be mutually decided between representative of contractor and the MDL. Also one or more contact telephone/mobile numbers should be made available for this purpose while applying for this tender.
 - b. Duties will be allotted by concerned Stores / User Department to ensure most economic running and to the best advantage of the company. The contractor hereby agrees to co-operate with MDL and other contractors on all such occasions and not to raise any objection or question for inter changing or reshuffling of duties.
 - c. Essential tools and a spare parts / tyre should be available on the Fork Lifts at all times in serviceable condition. The fuel tank should be full while coming on duty. If Fork Lift is stranded en route for want of tools, spares and fuel then appropriate penalties will be charged.
 - d. The decision regarding acceptance or rejection of any hired vehicle(s) offered by contractor shall remain with MDL and it shall be final and binding upon the contractor.
5. **Insurance:** Hired Forklifts should be fully / comprehensively insured by the contractor at his own cost for all risks including strike & riots. All liabilities whatsoever arising out of the problems of the hired Forklifts shall rest upon the contractor only.
6. Your operator with Fork Lift will report for duty to MDL concerned User Departments as per their requirements / instructions. Mobilization of Forklifts to the place of work at various locations is to be arranged by you at your cost. No transit time (i.e. Garage to Garage time) will be taken into account for payment. The duty hours of the hired Fork Lifts shall be counted from reporting point to exit point i.e. Location to Location and not from Garage to Garage.
7. Period of 8 working hours shift, excluding ½ hour lunch break will be calculated from the time the operator reports with forklift to our concerned User Dept., and till the time contractor's forklift is released by our concerned User Dept. At their option and discretion. Also, no Saturdays, Sundays and Holidays will be considered for payment.

However, for working on Saturdays, Sundays, Holidays & during lunch hour break same should be certified clearly and separately by User Dept., otherwise this will not be considered for payment and will be paid at the rate approved for normal working days 8 Hr. shift.

8. You will maintain proper duty slips / challans / log sheets in the appropriate format for the work done. Your representative must ensure that the same will be endorsed by the authorized officer of MDL and certified by the Officer not below the rank of Chief Manager.
9. MDL reserves the right to terminate the contract at any time during its tenure without assigning any reason by giving one month's notice.
10. In the event that the contractor at any time during the tenure of this contract becomes insolvent or makes voluntary assignment of its Fork Lift for the benefit of creditors or is adjudged bankrupt then MDL shall by a notice in writing have the right to terminate this contract and all the contractor's rights and privileges hereunder shall stand terminated forthwith.
11. It is clearly understood that you will supply the Forklifts and other items for us entirely at your risk. The responsibility of keeping the Forklifts, labour, material insured will be entirely yours and at your cost. MDL will not be responsible for any damage to your equipment and the cost of repairs thereof.
12. In case you are unable to comply with MDL requirement, the Fork Lift will be arranged from elsewhere and any extra cost incurred by us due to increase in the rates paid will be recovered from you/your pending bills / EMD / Security Deposit etc.
13. Your workmen or employees shall not be deemed to be in MDL employment and you shall be held fully responsible for any claims which you or your heirs / dependents or personnel representatives may have or make for damages or compensations for anything done or committed to be done in the course of carrying out the work whether arising on company's premises or elsewhere. You shall indemnify the company against all and any such claims if made against us and all cost (as between attorney and client) of proceedings suits or action, which we may incur or sustain in respect of the same.
14. You shall be liable for claims against damage to MDL equipment/machines, injury or loss to our personnel or third parties or consequential damage occasioned by any cause whatsoever during the course of this contract, in case it is established that the damage / loss / injury as above was caused as a result of negligence on your part. MDL decision in such cases shall be final and binding on you.
15. Your vehicle/operator/attendant will not leave work site unless instructed by MDL concerned officer.
16. MDL reserves the right to inspect Original or copies of RC / TC / Insurance Certificates / Route Permits / PUC Certificates / Fitness Certificates, Load Test Certificates etc. of Forklifts and also, for its suitability, performance and condition for MDL use from time to time and return such Forklifts which are not found suitable and shall be replaced immediately.
17. The decision regarding acceptance or rejection of any hired forklift offered by the contractor shall remain with MDL user dept(s) and same shall be final and binding upon the contractor.

ENCLOSURE-2**ILLUSTRATIVE RATE SHEET FORMAT**

Sr. No.	Description of Service	Unit	Estimated Quantity	Rate /Unit	Applicable Tax	Total (with Tax)
1	Supply of 3Ton Forklift.	Shift	7604			
2	Supply of 5Ton Forklift.	Shift	280			
Grand Total						

Note :

1. Above rate sheet is for illustrative purpose. Vendor has to quote through e-procurement portal only.
2. Estimate quantity is for two year and estimated. Quantity may increase or decrease during the period of contract.
3. Vendor has to supply to forklift as per requirement to various yards of MDL e.g. Anik Chembur yard, Sewri Yard, & at Dockyard Road.
4. One shift means 8 working hours excluding half hour lunch. MDL shift timing is 07:00 AM to 04:30PM, however vendor has to supply forklift on instructed time and date. Shift of 8 Hrs. will start from time of reporting to work place.
5. Model of offered Forklifts (owned/MOU) must of year 2004 & above.
6. 5 T Forklifts are to be provided on as and when required basis within 24 hrs notice.
7. Extra hours beyond the Shift if any will be paid on pro-rata basis.(Total Shift Charge/8).
8. Additional requirement of 3T Forklift whenever arises will be paid as per approved rates.
9. For working less than 4-Hours-Half shift charge on prorata basis.
10. Full Shift Charge- working more than 4Hrs & or up to 8Hrs Counted from the time of reporting.
11. The rates will be applicable on all calendar days including Saturday, Sunday & Holiday.
12. Bidder has to provide extra Fork of length 1200 mm for handling cargo having more width than standard fork length as and when required

ENCLOSURE-3**MAZAGON DOCK LIMITED
DOCKYARD ROAD,
MUMBAI – 400 010****RTGS / NEFT – Mandate Authorisation Form**

1.	VENDOR NAME	:	
2.	PAN No.	:	
3.	VENDOR ADDRESS	:	
4.	VENDOR'S TELEPHONE	:	
5.	E-MAIL ADDRESS	:	
6.	BANK NAME	:	
7.	BANK ADDRESS	:	
8.	ACCOUNT NO.	:	
9.	ACCOUNT TYPE	:	
10.	NEFT CODE	:	
11.	RTGS CODE	:	
12.	VENDOR CODE	:	
13.	VAT NO.	:	
14.	CST NO.	:	
15.	EXCISE NO.	:	
16.	SERVICE TAX NO.	:	

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

Date **Suppliers Seal** **Authorised Signature of the suppliers**

Certified that the particular as per Serial No. 1 & 6 to 11 are correct as per our records.

Date **Bank's Stamp** **Authorised Signatories of Bank Officers**

Note: The Mandate form duly completed in supplier's letter head may be furnished to the Treasury Section

ENCLOSURE-4

Vendor Declaration

(To be submitted on company letter head only)

We hereby read and understood the terms and conditions of the tender enquiry and hereby confirm that same are acceptable to us. We also confirm that offered price are in line with scope of work.

AUTHORISED SIGNATORY

NAME -----

DESIGNATION _____

Company/Firm's Name _____

Rubber Stamps & Address of Bidder.

Date _____

ENCLOSURE-5**Detail of Forklifts**

Sr. No.	Vehicle No	Lifting capacity of Vehicle	Whether Owned / MOU	Status of Document to be Submitted (Submitted / Not Submitted with validity date)			
				RC copy	Fitness certificate	Insurance	PUC
1							
2							
3							
4							
5							

Note:

- Model of offered Forklifts (Owned / MOU) must be of year 2004 and above.