

## Tender Enquiry

To

**M/s (As per list of firms enclosed)**

Our Reference	Date
<b>MAT/LPNS/ELE/1396/2012</b>	<b>08 MAY 2013</b>

### **INVITATION OF QUOTATION FOR SUPPLY OF INSULATING VARNISH ELMOTHERN H71 A, THINNER 218 FOR H71 VARNISH**

Dear Sir,

1. Quotations in sealed cover are invited for supply of "INSULATING VARNISH ELMOTHERN H71 A, THINNER 218 FOR H71 VARNISH" as per list placed at Enclosure 1. Technical Specifications are placed at Encl 1 to this enquiry and Standard Conditions of Contract (SCOC) are placed at Encl 2 to this enquiry. Model ECS Mandate Format is placed at Encl.

2. General information about the tender as follows:-

- (a) Tender reference No. - **MAT/LPNS/ELE/1396/2012**
- (b) Last date and time for receipt of tenders - **23 MAY 2013 /1400 Hrs**
- (c) Time and date for opening of tenders - **1430 Hrs / 24 MAY 2013**
- (d) Place of receipt/opening of tenders - **Industrial Canteen  
Vijayanagar Gate**
- (e) Quotation shall remain valid till - **90 days from the date of opening  
of the Commercial Bid.**
- (f) Supply of stores - **60 days on receipt of Purchase  
Order**
- (g) Address for Communication - **The Admiral Superintendent  
[for MMAT(LP)]  
Naval Dockyard  
Visakhapatnam**
- (h) Earnest Money Deposit (EMD) - **Rs. 3900/-**

3. **PLEASE SUPERSCRIBE OUR REF NO. AND DATE OF TENDER OPENING ON  
SEALED COVER. FAILURE TO DO SO WILL RENDER YOUR OFFER INVALID**

4. Quotation shall be forwarded in one envelope:-

(a) Containing technical specifications and commercial terms and conditions along with catalogues/leaflets. On the top of the envelope "PRICE \_ BID" is to be prominently written in **CAPITAL** letters and a **transparent tape is to be affixed on all amounts quoted.**

(b) Envelope should be sealed and signed by the tenderer .

5. Sealed quotations addressed to **The Admiral Superintendent [for MMAT(LP)], Naval Dockyard, Visakhapatnam** should be dropped in tender box marked as:

**“[for MMAT(LP)] ”**

and kept at **Vijayanagar Gate** or to be sent by registered post so as to reach this office by due date and time. No responsibility will be taken for postal or non-delivery/non-receipt at tender documents.

**PLEASE NOTE, IF THE SEALED OFFERS ARE DROPPED IN THE WRONG BOX, THEY WILL BE RENDERED INVALID**

6. Sealed quotations will be opened by a committee on due date and time. Your authorized representative from the company can attend the tender opening. If due to any exigency the due date for opening of tenders is declared as closed holiday, in such cases the tenders will be opened on next working day at the same time or any other day/ time as intimated by the purchaser.

7. Your sealed quotation should reach to this office latest by **1400 Hrs on 23 MAY 2013**. The quotations would be opened by a committee at time **1430 Hrs on 24 MAY 2013**.

8. Tenders sent by fax will not be considered. Tenders found in sealed box will only be considered. **To avoid any complications with regard to late receipt/ non receipt of tenders, it may please be noted that responsibility rests with the tenderer to ensures that the tenders reach The Admiral Superintendent [for MMAT(LP)], Naval Dockyard, Visakhapatnam before due date. Late quotes will be rejected out rightly.**

9. In case the supplier is not willing to quote due to any reasons, your regret should be faxed well before the due date failing which your firm can be de-listed from vendor list.

10. The Commercial Offer will be opened by a committee and if the supplier desires, may depute their representative, duly authorized in writing, to be present at the time of opening of tenders Further negotiations will be made only with the lowest bidder (L1) as determined by the committee..

11. **Submission of Bids by Firms.** The firms are required to submit their bid on original pad, inter alia, furnishing the TIN No, VAT / CST No, Bank Address with EFT Account No, complete postal and e-mail address. **It is mandatory for the firms to submit ECS Mandate (form DPM -11) along with T- bids with details duly countersigned by authorized official from the Bank. The format of the form of DPM-11 is placed at Enclosure 3. The quotations received without above details and form of DPM-11 will be rejected.**

12. **Quoting of Registration Number.** The firms are required to quote their ND (V) registration number (if currently valid) with validity date. The firms registered with other central government organizations are to submit proof of registration with validity. **The participating firms should be registered as 'Supplier' and not as 'Maintenance/ Repairs/ Fabricating firm'.** As far as possible, the participating in tenders should be registered. However, Unregistered firms (OEMs / OEM authorized reps only) participating in tender will have to prove their technical and financial capability prior opening of 'Price Bids'

13. **Delivery Schedule.** The supplier is required to indicate delivery of the item in the P-bid.

14. Purchase order can be cancelled unilaterally by the purchaser in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the purchaser, with applicability of LD clause.

15. **Liquidated damages @ 0.5% per week** subject to a maximum of 10% of the total purchase order value will be recovered in case of delay in delivery beyond the accepted delivery period as enumerated at the enclosed SCOC.

### **Commercial Aspects**

16. **Cost of Tender.** The tender document can be downloaded from the government website "www.tender.gov.in". **The cost of the tender document is Rs 100/-(non refundable) and is required to be paid in the form of Demand Draft in favour of AAO (NAVY), payable at Visakhapatnam by all firms intend to participate in tendering including the registered and other firms receiving tenders by post from this office.** The firms downloading from web are to forward the **DD of Rs 100/- (Cost of Tender)** along with the 'P' bid as per the date and time promulgated. Tender bids received without cost of tender document (Demand Draft) will be rejected and no correspondence in this regard would be entertained.

17. Prices must be quoted on F.O.R. Destination basis by road inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. The consignee for the contract is **The Admiral Superintendent, Naval Dockyard, Visakhapatnam.**

18. **Taxes & Levies.** As per provisions of SCOC.

19. **Performance Guarantee.** As per provisions of SCOC.

20. **Quality Assurance : OEM Certificate should be submitted along with the items certified by a Government recognized Lab indicating that the items are Manufactured & Tested as per the Governing specifications indicated in the Tender.**

### **Evaluation Criteria**

21. The broad guidelines for evaluation of offers will be as follows:-

22. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

23. The lowest 'Acceptable' tender shall be considered further for placement of Supply Order after complete clarification and price negotiation as applicable.

24. Delivery within stipulated months of signing of contract shall be accepted. However, preference will be for shorter delivery period and loading will be done as per the prevailing rules.

### **Option Clause**

25. The contract shall have an Option Clause, wherein the purchaser can exercise an option

to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This shall be applicable within the currency of contract. The supplier is to conform the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the purchaser to exercise this option or not.

### **Repeat Order Clause**

26. The contract shall have a repeat order clause, wherein the buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. Request confirm acceptance of this clause. It will be entirely the discretion of buyer to place the repeat order or not.

27. **Standard Conditions of Contract (SCOC)**. The supplier shall be required to accept our standard conditions of contract (SCOC) copy of which is placed [Encl 2](#). In addition standard clauses regarding agents/ agency commission, penalty for use of undue influence, access to books of accounts, arbitration and laws would be incorporated in the order. **Firms are required to give undertaking for acceptance of same in writing and tenders receive without acceptance would be rejected.**

28. **Payment Terms**. 100% of cost within 30 days from date of submission of bills.

29. **Placement of Order**. The purchase order will be placed on successful conclusion of negotiations on L1 firm.

30. The tender is being issued with no financial commitment and purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the tender should it be so necessary at any stage.

Packing of all supplied items has must be done using bio-degradable material. Use of plastic to be strictly avoided.

31. Please acknowledge receipt.

Thanking you,

Yours faithfully,

(एम पापा राव / M PAPA RAO)

जे टी ओ J T O

प्रबंधक सामग्री (एल पी)/ MANAGER MATERIAL(LP)(AOL)

कृते एडमिरल अधीक्षक/FOR ADMIRAL SUPERINTENDENT

### **Enclosures:-**

1. List of Items & Technical Specifications
2. Standard Conditions of Contract
3. Model ECS Mandate Format

**Enclosure 1 to ND (V) Tender Enquiry No  
MAT/LPNS/ELE/1396/2012 dated 08 MAY 13**

**LIST OF ITEMS**

	<b><u>Description of item</u></b>	<b><u>Deno</u></b>	<b><u>Qty</u></b>
1	INSULATING VARNISH ELMOTHERM H71 A, ITEM CODE: N5970-002726, MAKE: DR.BECK INDIA LTD,	Kgs	105
2	THINNER 218 FOR H71 A VARNISH, ITEM CODE: N8010-007611, MAKE: DR.BECK INDIA LTD,	Kgs	105

( Items Two Only )

**Technical Specifications.** As above.

(एम पापा राव / M PAPA RAO)

जे टी ओ J T O

प्रबंधक सामग्री (एल पी)/ MANAGER MATERIAL(LP)(AOL)

कृते एडमिरल अधीक्षक/FOR ADMIRAL SUPERINTENDENT

**Enclosure 2 to ND (V) Tender Enquiry No.  
MAT/LPNS/ELE/1396/2012 dated 08 MAY 13**

**STANDARD CONDITIONS OF CONTRACT (SCOC) GOVERNING PURCHASE CONTRACTS  
CONCLUDED BY NAVAL DOCKYARD, VISAKHAPATNAM WITH INDIAN SUPPLIERS**

**Definitions**

1. The Purchaser is the Admiral Superintendent, Naval Dockyard, Visakhapatnam.
2. The Supplier is the party, which Contracts to supply goods and services. The term includes his employees and his agents.
3. The Consignee is the authority specified in the Contract to whom the supplies are to be delivered.
4. The Inspector is the authority designated in the Contract to assure the quality of the item contracted for.

**Application and Validity**

5. **Application.** SCOC shall apply to all Purchase Contracts concluded by the Admiral Superintendent, Naval Dockyard, Visakhapatnam or his representatives.
6. **Validity.** SCOC stipulated here under, except to the extent modified by the Purchaser in Tender Enquiry (TE) or in Acceptance of Tender (A/T)/Purchase Order, shall supersede all conditions stipulated by the Supplier.

**Tender**

7. The Purchaser may not accept the lowest Tender.
8. The Purchaser may reject a Tender without assigning any reason.

**Contract**

9. The Contract shall be deemed to have come into effect on issue of Purchase Order or A/T. The acceptance may be communicated to the Supplier by Fax/registered post/speed post.
10. All communications by the Purchaser to the Supplier will be deemed to have been made if sent by Fax, Telex or Post to the Fax number/address furnished by the Supplier during initial registration process.
11. The Supplier shall not alienate his rights and responsibilities under the Contract to anyone.
12. The Purchaser shall not be liable for any obligation, monetary or otherwise, that has not been expressly stated in the Contract.
13. The Supplier shall be deemed to have indemnified the Purchaser against all claims by the Third Parties relating to the Contract, including but not limited to intellectual property rights.
14. The Supplier shall not disclose to any other Agency any information provided to him by the Purchaser except to the extent required to execute the Contract.

## **Specifications**

15. The specifications governing the item to be supplied will be indicated in the TE. A quote received against a TE shall be deemed to commit the Supplier to those specifications, unless explicitly stated otherwise in the quote.

16. The specifications contained in the TE may be modified if requisite specifications are not available, by mutual consent before the Contract is concluded.

## **Price**

17. When quoting against a TE, all components of the price such as the basic price and various taxes and levies shall be listed separately in figures including clear breakdown of each component of price and indicating total cost. Where 'rates' are applicable they shall be explained clearly. The Price should be inclusive of all taxes & duties, packing, forwarding, transportation and commissioning at site C.I.F Naval Dockyard, Visakhapatnam. Packing, freight and insurance charges are to be indicated. The Purchaser shall not pay separately for Transit Insurance. The Supplier will be responsible till the entire stores contracted for arrive in good condition at the destination.

18. Prices quoted in the tender shall be fixed. In exceptional circumstances, where a price variation clause becomes unavoidable, the conditions with regard to price variation must be explicitly stated.

19. The Supplier should quote to the purchaser the lowest price at which he is supplying the item of similar quantity to other buyers, at Visakhapatnam.

20. The Purchaser shall not be liable for any payment that has not been indicated in the Tender.

## **Taxes**

21. Taxes include excise duty, custom duty, sales tax, octroi and other levies imposed by the government.

22. Exemption from ED and Custom duty is permitted for goods for use on board ships. Exemption certificates would be given, where appropriate, at the time of placement of the Purchase Order. However, endorsement with regard to provision of the Exemption certificate(s) shall be specifically made in the tender document as applicable.

23. The Navy is not liable to pay octroi charges. Octroi exemption certificate should be issued at the time of issuing the Purchase Order. Issue of all tax exemption certificates will be governed by existing government orders.

24. The Price paid to the Supplier must be adjusted to cater for any variation in statutory levies that come into effect between the date of placement of the order and the date by which the order is to be completed. This adjustment, upward or downward, must be done on the basis of documentary proof.

25. Sales Tax Registration number must be indicated in the Tender response.

## **Proprietary Products**

26. If the stores are Supplier's proprietary products, the following certificate should be provided by the Supplier on his letterhead:-

"Certified that the stores covered in this quotation are our Proprietary Products"

27. In case the enquiry is forwarded by the Supplier to his dealer/stockiest in the area, the Supplier is required to intimate ND (V) in writing about the same.

28. If the Supplier is the authorised dealer/stockiest/agent of Proprietary manufacturer, a certificate as under is also to be forwarded along with the Tender response.

"Certified that the items covered in the quotation are Proprietary product of \_\_\_\_\_ M/s \_\_\_\_\_ of which this firm is the sole Authorised dealer based, at -----". (City)

29. In the above eventuality, a photocopy of the current certificate supporting Supplier's status, as authorised dealer/stockiest/agent from its Principal should be enclosed.

### **Earnest Money Deposit (EMD)**

30. 3% of the estimated value Security Deposit's/Fixed Deposit's Receipt's to be obtained in the name of "AAO (NAVY), Naval Dockyard(V), Visakhapatnam".

31. **Forfeiture of EMD.** EMD will be forfeited, if the tenderer withdraws or derogates from the tender in any respect within the period of validity of his tender. Also if the successful tenderer fails to furnish the required security deposit, the EMD furnished will be forfeited.

### **Security Deposit.**

32. You are required to furnish a security deposit amount as indicated below, in case the Order is placed on you, within two weeks of receipt of Purchase Order/Acceptance of Tender (A/T), unless the requirement is waived by the ND (V):-

(a) 10% of the total order value Security Deposit's/Fixed Deposit's Receipt's to be obtained in the name of "AAO (NAVY), Naval Dockyard(V) Visakhapatnam".

(f) Standing security deposit from registered regular suppliers may be accepted with concurrence of FA.

33. The Purchaser, based entirely on his judgment, may appropriate the security deposit or make deductions from it should the Supplier fail to discharge any contractual obligation.

### **Performance Bank Guarantee**

34. The Supplier shall render a Performance Bank Guarantee Bond drawn on any Public sector Bank/ICICI/Axis/HDFC Bank Ltd. for 10% of the total order value Security Deposit's/Fixed Deposit's Receipt's to be obtained in the name of "AAO (NAVY), Visakhapatnam". valid up to 60 days beyond the date of warranty, to enable 100% payment within 30 days of receipt of the conformed order.

### **Inspection**

35. An item shall be inspected as specified in the Purchase Order. Normally, items shall be inspected in the premises of ND (V), post delivery. Supplier shall furnish Test certificate, wherever applicable/demanded by the Purchaser. The Purchaser also reserves the right of pre-inspection at the premises of the Firm/Supplier, prior to dispatch of item(s).

### **Packing**

36. It shall be the Supplier's responsibility to so pack the consignment to ensure that it arrives at the Consignee's premises in undamaged condition. The stores should be properly preserved before packing. Each package must contain a packing note listing the contents in detail.



## Delivery

37. The delivery, unless otherwise specified in the Contract, shall be by road at the Consignee's premises. The delivery shall be made on or before the date stipulated in the Purchase Order. Unless otherwise stated in the Purchase Order, the delivery shall be considered complete only when all the items in the Purchase Order are supplied in good condition and the consignment has cleared inspection by the Inspector.

## Consignee's Right of Rejection

38. Notwithstanding the fact that an item may have been inspected prior to despatch, the Consignee will have the right to reject it, in whole or part, if it is observed that the item supplied does not conform to the specifications or has been damaged. Such rejection shall be communicated to the Supplier soon after inspection of the item.

39. If an item is rejected, the Supplier is required to replace the rejected item within a period determined by the Purchaser, failing which he shall make financial restitution based on the Purchase Order value. If the Supplier does not remove the rejected item from the Purchaser's premises within the period stipulated by the Purchaser, which shall not be more than 45 days, the Supplier shall have no claim on the rejected items and the Purchaser shall be free to dispose them as he deems fit. Purchaser may, if he chooses, dispatch the items to the Supplier at the expense and risk of the Supplier.

## Warranty

40. The Supplier is deemed to have guaranteed the Purchaser that the item supplied by him shall continue to conform to the specifications and quality standards prescribed in the contract for a period of one year/O.E.M. provided guarantee in case it is higher than one year. The guarantee should be effective from the date the item has been accepted/commissioned, notwithstanding the fact that the item may have been cleared in inspection.

41. Should the item be found to be not confirming to the required specifications and quality during the warranty period, the supplier should attend to the defect within 24 hours of reporting and should be capable of repair within 48 hours, in the event of non compliance, the Supplier should make full financial restitution within a period of 15 days from the date of reporting of the defect. If the item is repaired/replaced, such item must bear a guarantee for performance for a period of six months from the date of repair/replacement, or up to the date of expiry of initial warranty period, whichever is later.

## Payment

42. Payment would be made to the Supplier in accordance with the payment terms reflected in the tender document. Payment will be effected through Senior Account Officer, Office of the Financial Adviser to the Admiral Superintendent, Naval Dockyard, Visakhapatnam, by ECS/NEFT/RTGS mechanism and not through check payment. It is mandatory for suppliers/vendors to indicate their Bank account and other relevant E- Payment details. The payment will normally be made within 30 days of acceptance of bills.

## Liquidated Damages

43. In the event of the Supplier's failure to deliver on time, the Purchaser, at his sole discretion, and not by way of penalty, may deduct from the payment, 1/2% of the Contracted price of the undelivered stores for each week or part thereof, till the item(s) is delivered, subject to maximum of 10% of the total Purchase Order value. In case of rejection of items, date of replacement of last item with correct item will be considered as the date of delivery

for calculation of liquidated damages. Liquidated Damages may however be waived under the sole discretion of the Purchaser based on merits of each case, if the Purchaser is convinced that the delay in supply is due to reasons beyond the control of the Supplier

#### **Extension of Delivery Period**

44. Extension of Delivery Period would be considered, if asked for by the Supplier in writing, based on merits of each case, where the Purchaser is convinced that the Supplier would make the delivery within the extended period. Extension shall be given by reserving the right of the Purchaser to levy Liquidated Damages for delay in supply and with denial of increase in price, taxes, duties etc. taking place during the extended period. The Supplier must communicate request for extension in Delivery Period in writing with full justification along with supporting documents at least two weeks prior to the expiry of the Contracted Delivery Period.

#### **Risk & Cost Purchase**

45. Should the Supplier fail to deliver an item within the Contracted delivery period or repudiate the Contract before the delivery date, the Purchaser, without prejudice to his right to recover damages for breach of Contract, may cancel the Contract in part or in whole and purchase elsewhere, at the risk and cost of the Supplier, within 12 months of the breach of Contract. He may purchase another item of similar general description, in case the item exactly confirming to the particulars of the Contracted item is not easily procurable. The Purchaser shall be entitled to recover from the Supplier all costs incurred by the Purchaser during the Risk Purchase that are in excess of the costs he would have had to incur as per the original Contract.

46. The Purchaser shall have the right to ignore the tender of the original Supplier during the Risk Purchase. The manner of carrying out Risk Purchase shall be entirely at the discretion of the Purchaser. However, the Purchaser shall serve a notice of such purchase on the defaulting Supplier.

#### **Short Closure/Termination**

47. The Contract may be short closed or terminated, at the discretion of the Purchaser on the following grounds:-

- (a) The Supplier fails to deliver the item(s) by the Contracted delivery date.
- (b) Any information provided by the Supplier is found to be untrue.
- (c) The Supplier is found to have attempted to influence a person involved with the Contract through unethical means.
- (d) The Supplier has made part supply of items and is unable to supply the balance items.

#### **Security Deposit/ Performance Bank Guarantee.**

48. Performance Security Deposit payable to the Purchaser is furnished by the Supplier in the form of a performance Bank Guarantee (PBG) issued by the public sector Bank or ICICI Bank Ltd., Axis Bank Ltd. And HDFC Bank Ltd., in the prescribed format with in thirty days from the date of contract. Performance Security Deposit payable by the Supplier at the rate of 10% of the contract value. PBG should be remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty. In case of execution of the contract all his delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in the form DPM-15.

49. The purchaser, based entirely on his judgment, may appropriate the performance

guarantee deposit or make deduction from it should the supplier fail to discharge any contractual obligation.

### **Validity**

50. The standard conditions of contract stipulated hereunder, except to the extent agreed for modification by the Purchaser, in writing, shall supersede conditions stipulated by the Supplier.

### **Arbitration**

51. As far as possible all differences would be resolved by mutual discussions between the two parties. However in the event of any unresolved dispute arising out of the Contract, it shall be referred to the Sole Arbitration of an Officer appointed as the Sole Arbitrator by the Admiral Superintendent, Naval Dockyard, Visakhapatnam.

52. There shall be no objection if the Arbitrator is a Government servant and that during the course of his/her duties as Government servant he/she has expressed views on all or any of the matters in dispute or difference.

53. The demand for Arbitration must be in writing and made within six months from the date of termination of the Contract.

54. The award of the Arbitrator shall be final and binding on both parties to the Contract.

55. The venue of Arbitration would be Visakhapatnam.

56. The Supplier is required to give the acceptance or rejection to the above clauses at Paras 48 to 52 in writing. It is stipulated that an omission to answer specifically in this regard at the TE stage will be deemed as an acceptance of the Arbitration clauses.

### **Law**

57. The laws of India shall govern the Contract. The Contract shall deem to have been made at the place from where the Purchase Order is issued and only the Courts of that place shall have jurisdiction to decide on any dispute arising out of the Contract.

58. Firms Banned by any Government Department are not eligible to quote .If quoted ,their quote will be rejected.

**Form DPM - 11**

**MODEL ECS MANDATE FORMAT**

**Credit Clearing Mechanism**

1. Customer's Name
2. Particulars of Bank Account –
  - (a) Bank Name
  - (b) Branch Name
  - (c) Address
  - (d) Telephone Numbers
  - (e) IFS Code
  - (f) 9 Digit Code Number of Bank and Branch appearing on MICR Cheque issued by Bank.
  - (g) Account Type (S.B. Account /Current Account or Cash)
  - (h) Leader number
  - (j) Leader Folio number
  - (k) Account number as appearing on Cheque Book
  - (l) E Mail Address
3. Please attach a blank cancelled Cheque, or , photocopy of a Cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars
4. Date of Effect

"I, here by, declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

( ..... )  
Signature of Customer

Date –

Certified that the particulars furnished above are correct as per records.

Bank's Stamp: (.....)  
Date:

Signature of the Authorised Official from the Bank