

Part - A of Tender No. GM(M)/PMS/2000006678 Web Tender Enquiry in Single Bid System

Mazagon Dock Shipbuilers Limited

Division: Shipbuilding

Department: Material Purchase Phone: **022 2376 3320**, Fax: 022 2373 8151 E-Mail: pmsawant@mazdock.com

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our 'website www.mazdock.com' (**Tenders -> Ship Building -> Material Purchase**) / Central Public Procurement Portal.

1. **Description of Work / Supplies: Printing and Supply of Stationery Items as per Sample / Format.** as mentioned in the Tender Enquiry and detailed Scope of Supply is as under:

Note:

- (i) Samples are available in Material Purchase Department. Prior to submission of bid, bidder must visit MDL, Material Purchase to see and understand the scope of work.
- (ii) The Proof / Sample should be approved by User Departments. Bulk supply to be made only after the approval of sample.
- (iii) <u>Samples to be returned to Material Purchase Department</u> and Approved Samples to be returned alongwith the supply to User Department.
- (iv) If the bidders find discrepancies in, tender conditions, specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should **inform MDL of the same prior to submission of offer.**
- (v) Our Company's Name is changed to "Mazagon Dock Shipbuilders Limited" (माझगांव डॉक शिपबिल्डर्स लिमिटेड) (Formerly known as Mazagon Dock Limited) with effect from 28.05.2015. Therefore successful bidder has to supply all stationery and printing Items with name of company as "Mazagon Dock Shipbuilders Limited".
- (vi) Successful bidder has to supply all printing Items Items (i.e., applicable to Item Sr. No. 2300 & 2400) with "Swachh Bharat Symbol" and "Make In India Logo", without which materials may not be accepted.
- (vii) For any Clarification, bidders may contact the undersigned.
- 2. Provision for reservation to MSE Manufacturers: MSEs Manufacturers will be considered for the supply of 20% of requirement in case of emerged L1 bidder is other than MSEs Manufacturers and MSEs Manufacturers quoted prices are in the bracket of L1 + 15% and agree to match with L1 prices. 4% out of 20% will be awarded to MSEs owned by SC / STs under the above criteria for reservation of quantity for award to MSEs Manufacturers.
 - Note: 1) MSE manufacturers registered for tendered item shall only be considered and MSE bidders doing trading activity shall not be considered.
 - 2) This provision is only applicable where practically feasible to award the order quantity in relation to tender quantity.
- 3. **Delivery:** The delivery date mentioned in the SAP generated Tender is tentative. The items shall be delivered **within 03 Weeks from the date of placement of order** at MDL Goods Receiving Section / User Department, Mazagon Dock Shibuilders Limited.
- 4. Instructions to the Bidders for submission of Pre-Qualification Documents:
 - 4.1 <u>Bidders registered with Mazagon Dock Shipbuilders Limited</u> should submit the following documents along with their bid:
 - (i) Valid MDL registration certificate, duly self attested and stamped with their company seal.
 - (ii) Purchase Order copies in support of the bidders experience for last 3 years.

- 4.2 <u>Bidders not registered with Mazagon Dock Shipbuilders Limited</u> should submit the following documents along with their bid:
 - (i) Bidders Company Profile
 - (ii) Bidders Shop & Establishment registration certificate.
 - (iii) Purchase Order copies in support of the bidders experience for last 3 years.
 - (iv) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME / ISO Certificate.
 - (v) Enterprises status (If any) to be indicated Micro / Medium / Small Manufacturer.
 - (vi) Bank details for payment by RTGS / NEFT.
 - (vii) Copy of PAN card.
 - Note: (i) MDL has the right to verify / clause verification of authenticity of the said documents whenever felt necessary.
 - (ii) Bidders shall comply with the same, or else the bid is liable for rejection.
- 5. **Earnest Money Deposit (EMD) / Bid Bond:** Not applicable
- 6. **Security Deposit:** Not applicable
- 7. Validity Period: Bids / Offers shall have the validity period of 90 Days from the tender closing date. A bid valid for a shorter period may be liable for rejection at the discretion of MDL.
- 8. **Submission of offer in Single-Bid System:** Following should be submitted.
 - (i) Technical Bid conforming to supply the items as per specifications meeting the requirement aas per specifications and as per sample.
 - (ii) Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
 - (iii) Price Bid should be strictly on supplier's letter head duly filled in, signed and stamped is to be submitted in the prescribed format only. Please **mention applicable taxes** in percentage. **There should be NO OVERWRITING. The rates must be preferably typed.**
 - (iv) Deviation Sheet, in case of any deviations from TEF, GT&C and STACs.
 - (v) Documents as mentioned at Clause No. 4 above.

<u>Note:</u> Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties.

9. **Bid Rejection Criteria:**

- a. The Bids received after tender closing date and time shall be categorically rejected.
- b. Following bid rejection criteria may render the bids liable for Rejection:
 - (i) <u>If the bid is not in the prescribed form</u>, then offers is liable for rejection and MDL decision shall be final & binding on the bidder.
 - (ii) Bidder's failure to submit sufficient or complete details for evaluation of the bids on the deficiencies noticed in the Bid Documents.
 - (iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - (iv) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - (v) Bids received without pre-qualification documents as mentioned at Clause No. 3.
 - (vi) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - (vii) Unreasonably longer delivery period quoted by the firm.

- (viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (ix) Bids received without / failure to submit Purchase Order copies in support of the bidders experience and past performance on similar supplies for last 3 years.
- (x) Bidders not accepting the Guarantee/Warranty clause as per para 13 below.
- 10. **Pricing:** Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry (Enclourse-1) for delivery of the items in MDL User Department inclusive of all costs towards Packing & Forwarding / Delivery / Transport & Transit Insurance etc. at Mazagon Dock Shipbuilders Limited, Mumbai-10. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

The prices quoted shall remain firm and fixed till the execution of the total quantity on the order. No increase shall be permissible on any account after finalization of the order / till delivery of total quantity on the order.

- 11. **Terms of Payment: MDL does not pay any Advance 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 etc. shall be payable through RTGS / NEFT within 25 30 days of receipt & acceptance of material in MDL, along with Goods Receiving Note against submission of (i) Invoice (original) + 3 ink signed / carbon copy invoices (ii) Order copy and Amendment copies if applicable (iii) Packing List if any and (iv) Delivery Challan.
 - Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS/NEFT format provided with the tender enquiry.
- 12. The bills to be submitted to **Receipt Section**, **Near to the Reception Section**, Mazagon Dock Shipbuilders Limited, and addressed to **DGM** (**F-Bills-ONP**), 3rd Floor, Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai 10. Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) after execution of the order. Thereafter any discrepancies / pending claims regarding payment or any other matter related to this order should be brought to MDL's notice in writing within 30 days of otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.
- 13. Guarantee / Warranty: 12 Months guarantee for manufacturing defects. The items shall be guaranteed for 12 Months against manufacturing defects which includes the quality of material, forms, printings and binding defects. In case of any defects or discrepancies observed or error found, the material having defect shall be replaced within 15 days free of cost.
- 14. **Performance Bank Guarantee:** Not Applicable
- 15. Taxes & Duties: The Item Wise Rates quoted in the Rate Sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.

Note:

- (i) The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable. The following will have to be quoted as applicable separately in rate sheet under each head: (a) Central Sales Tax (CST) (b) Value Added Tax (VAT) (c) Octroi Duty (d) Excise Duty along with applicable (e) Any other applicable Taxes / Duties / Levies.
- (ii) Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
- (iii) Successful bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (iv) The following certificates will be issued for the items against this tender:

Issue of "C" Form w.r.t. Sales Tax.

16. **GST Compliance Clause**: In accordance to Government of India (GOI) guidelines towards implementation of GST w.e.f 01.07.2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions /requirement /timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer. Bidders also shall mention the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) numbers for the quoted items/services in their techno-commercial offer, invoice & tax documents.

MDL provisional GST ID is 27AAACM8029J1ZA and bidders shall mention the same while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the successful bidders at actuals & suppliers shall pass on the reduction in prices to MDL on account of change in the tax structure.

- 17. **Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded after negotiations for acceptance on the bidder/s quoted prices during price evaluation by MDL. The loading criteria that will be adopted as detailed below:
 - (i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by 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.
 - (ii) Statutory levies (Customs Duty, Excise Duty, Education Cess, VAT / CST, Octroi Duty) shall be included for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.
 - (iii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
 - (iv) 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.
 - (v) 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.
 - (vi) Deviations in respect of the period of Warranty / Guarantee will be loaded to the quoted price @ 0.25% per month.
- 18. **Ranking of Bids & Determination of L-1 Bidders:** Ranking of price bids shall be done on the basis of "Prices inclusive of taxes, duties and levies" on **itemwise lowest basis** i.e. L-1 bidder shall be decided on the basis of Landed cost on cash out go basis.

Bidders are requested to quote unit rate Item Wise only. Techno-Commercially Qualified <u>Itemwise Lowest Bidder</u> will be considered for processing of placement of order.

Note: In case of any discrepancy in Unit Price and Total price (Multiplication error), UNIT PRICE shall prevail.

- 19. **Liquidated Damages (L.D.):** In cases of delay attributed to supplier liquidated damages @ **0.5%** of order value per Week of delay or part thereof subject to maximum of **5%** of total order value will be recovered for the undelivered portion of items.
- 20. **Inspection:** Receipt inspection by GRS-Inspection and detailed Inspection will be done by User Department, MDL. User Department, MDL shall carry out necessary inspection of the items on receipt of the items in MDL along with representative of the Supplier. Any objection raised by End User against quality of materials / quality of impression or user shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 07 working days. Items damaged during transit shall also be rectified / replaced by the Supplier within 07 working days. Rejected materials, if any, shall have to be collected back by the supplier within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice.
- 21. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by mode of Road transport as per the order and consign the same to Good Receiving Section (MDL's Store), Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai 400 010 on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs).
- 22. **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so. It is the **responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time. Modified bid received after the tender closing time is not acceptable.**
- 23. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.
- 24. All other (than those stated above) terms & conditions of General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. These GT&C & STACS are readily available for downloading from our web site 'www. mazdock.com'. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled and submitted by the bidder along with part I bid. In the event, we do not receive acceptance formats duly filled for TEF, STACS & GT & C, it shall be presumed that all our tender terms & conditions are acceptable to you. Any deviation from MDL Tender Enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that the same are acceptable to you in totality.
- 25. Deviations if any, to meet our required Sizes / Grades, Specifications and Tender conditions, which the bidders intend to seek, should be clearly spelt out in Bid, separately.
- 26. **Risk Purchase & Order Cancellation:** In case of delay beyond the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
- 27. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
- 28. **Public Grievance Cell:** A Public Grievance Cell headed by General Manager (Finance) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 6th floor, Mazdock House or send their complaints / grievances to him in writing for redressal.

- 29. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.
- 30. Your offer should be submitted under **Single bid system** in sealed envelope on or before tender closing date & time clearly **superscribing Tender No. & Due Date addressed to GM (M),** Mogul House, Mazagon Dock Limited, Dockyard Road, Mumbai 400 010 and should be submitted or deposited in the **Green Colour Tender Box** for Material Purchase located at **Reception Centre, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai 400 010.**

In case of bulky documents, which cannot be accommodated in the tender box, the undersigned may be contacted. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned atleast one day before the tender closing date. Timely submission of the Bids and submission of the Bids in correct Tender Box is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

Note: Rates should be quoted strictly as per format at ENCLOSURE - 1.

- 31. The Order 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.
- 32. In case of any Query, you may contact the concerned dealing Officer Mr. P M Sawant, M (C-MP) on Tel. No. 2376 3320.
- We look forward to receive your most competitive and reasonable offer against this tender. Request forward your offer (along with Tender Enquiry Terms Acceptance Form, GENERAL TERMS & CONDITIONS Acceptance Form and STACS Acceptance Form).

 Regards,

श्री. प्रेषित सावंत प्रबंधक (वा-सा. क्र.)

Enclosures:

Enclosure - 1 - Price Bid Format.

Enclosure - 2 - Tender Enquiry Terms Acceptance Format

Enclosure - 3 - ACCEPTANCE FORM FOR GENERAL TERMS & CONDITIONS

Enclosure - 4 - STACS Acceptance Format Enclosure - 5 - Illustration for loading criteria.

* Following Formats are available on MDL website - <u>www.mazdock.com</u> (Tenders -> Ship Building -> Material Purchase) and same are the part of tender enquiry.

Standard Terms & Conditions (STACS).

General Terms & Conditions of the Tender Enquiry.

RTGS / NEFT / ECS Format.

Statutory requirements, Official Secret Act 1923 & Safety clause.

ENCLOSURE - 1

Tender No: 2000006678

RATE SCHEDULE (FORMAT)

(This annexure should be strictly on <u>supplier's letter head duly filled - in, signed and stamped</u> is to be submitted. Name, Signature & Stamp of authorized signatory on each sheet is mandatory)

(If the space provided is not sufficient, you may attach additional Sheet / Annexure).

				(Applicable		be quot	te per N ed in ter LE" sho	ms of %			able.
Sr. No.	Material Description	Unit	Qty	Basic Rate per No.	Excise Duty (ED) @ %	Educational Cess Tax @ % (on ED)	CST @ % / VAT @ %	Octroi Duty (OD) @ %	Inspection / Testing charges	Delivery Charges	Insurance charges Other Charges (if any)
1.											

Note:

- (i) The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If however, there is no charge against any head, the vendor may state 'NIL' against such row.
- (ii) Percentage of ED, OD, ST (CST / VAT) applicable & so indicated under Description column must be submitted.

Company's Name and Address:	
	Signature:
	Date:
	Name:
	Designation:
	Bidder's Company Seal:

ENCLOSURE - 2

Tender Enquiry Terms Acceptance Format

Tender No.:

Tender Enquiry Clause No.	Vendor's Acceptance - Accepted / Not accepted (If No then give clarification)

ENCLOSURE - 3

ACCEPTANCE FORM FOR GENERAL TERMS & CONDITIONS (FOR PURCHASE OF ITEMS)

Tender No.:

GT&C Clause No.	Sub Clause No.	Bidder's Remark	GT&C Clause No.	Sub Clause No.	Bidder's Remark

ENCLOSURE - 4

Company's Name and Address:

STACS Acceptance Format

Tender No.:

STACS Clause No.	Accepted / Deviation	Bidders Remarks.

Signature:
Date:
 Name:
Designation:
Bidder's Company Seal:

Notes:

- 1. Bidders should carefully read the Tender Enquiry Terms, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS) included in the tender prior to filling up the above acceptance format.
- 2. This format should be properly filled, signed and return by the bidder(s) along with their Technical offer for considering their bid.
- 3. Bidders(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 4. Bidders(s) to attach Separate Sheet indicating all relevant details such as Number and description of the clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- 5. GT&C and STACS clause number shown in the above format also includes the sub-clauses under these clauses.

ENCLOSURE - 5

ILLUSTRATION OF LOADING CRITERIA

(Not to be filled, only for information purpose)

<u>A.</u>

Sr. No.	Description	Indigenous vendor without import content	
1.	Basic Price Quoted	a) Ex-works	
		b) Delivered to MDL Stores	
2.	Add: Insurance Charges	In case of 1(a)	
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)	
4.	Customs Clearance / Port Handling / Transportation to	Nil	
	Yard		
5.	Cost (ex-MDL) excluding taxes & duties without	Sr. Nos. 1 + 2 + 3	
	loading towards any deviation.		

B. Financial Loadings:

6.	Variation in payment terms	
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.	
8.	Production Norms such as Scrap %, output - input ratio	
9.	Base date for price variation clause	
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9

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

11.	Security deposit / Contract performance guarantee	
12.	Equipment performance guarantee	
13.	Additional delivery period sought over stipulated period as per tender	
14.	Additional time sought for supplying binding data	
15.	Liquidated damages per week rate / maximum ceiling	
16.	Warranty / Guarantee	
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16

D. Landed cost:

18.	Taxes and Duties	Sr. Nos. 17 + 18
19.	Landed Cost	

Note: The evaluated price for ranking and evaluation will be as per para 19 above.