

No. 02/2017

Government Shipping Office,
1st Floor, Nou Bhawan,
10, Ramjibhai Kamani Marg,
Ballard Estate, Mumbai- 400 001

Limited Tender Enquiry No. 02/2017

Tender Documents for:
Empanelment of bidders for
Supply of Consumable Items
for issuance of Seafarers' Identification Documents (SIDs)
on behalf of Shipping Master,
Government Shipping Office, Mumbai.

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SECTION- A: - LIMITED TENDER NOTICE

1. Shipping Master, Mumbai on behalf of the President of India, invites sealed quotations valid for 90 days from the date of opening of the quotations from Indian companies only, for the supply of consumable items which will be used in connection with issuance of seafarers identity documents (SID).
2. The scope of the work includes supply of consumable items as per specifications provided, at Annexure-C with this document, at Government Shipping Office located in Mumbai.
3. The limited tender document can be downloaded from DG Shipping's website www.dgshipping.gov.in. However, the completed bids are to be submitted at Shipping Master, Mumbai Office i.e. Government Shipping Office, Nou Bhawan, 10 Ramjibhai Kamani Marg, Ballard Estate, Mumbai- 400 001 on or before 1500 hours on 15/05/2017.

SECTION- B: INSTRUCTIONS TO BIDDERS

1. Only Indian companies are allowed to participate in the bidding. No foreign national would be allowed in the facility.
2. Bidders, who have executed projects of handling secured documents for the Government, will be preferred. Give reference of bidder's previous clients with regard to the quality and volume of work handled and adherence to the time schedules as per details in the tender.
3. The bidders will submit authority letter from OEM guaranteeing equipment support for the next two years.
4. The specifications / details of the consumable items are given in Annexure-C (01 page) with this limited tender document.
5. The bidder should be registered with the Service Tax department and carry a valid PAN number.
6. The bidder should produce Articles of Association (in case of registered firms), Bye laws and certificates of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firms).
7. An undertaking (self certificate) that the bidder hasn't been blacklisted by a central/ state department institution and there has been on litigation with any government department on account of similar services.

In order for their bids to be considered, the bidders are requested to furnish documents for each of the above clauses.

8. 8.1) Submission of Bids

- a) Interested and eligible agencies are advised to study the bid document carefully. Submission of the bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b) Drafts of 5% of the value of the contract or Rs. 25,000/-, whichever is higher, towards EMD, drawn on a scheduled commercial bank and payable to Shipping master, Mumbai, Payable at Mumbai shall be placed in an envelope. The envelope should be sealed and superscripted "Tender fee and EMD for Shipping Master, Mumbai tender for supply of consumable items due on last date of receipt of the bids as per the notice at 15/05/2017 hours on 1500 hours" on the envelope may be addressed to the Shipping Master,

Mumbai and submitted at Government Shipping Office, Nou Bhawan, 10, Ramjibhai Kamani Marg, Ballard Estate, Mumbai- 400 001 before the due date and time specified above.

- c) The technical and financial bids have to be submitted as per the instructions given in the limited tender document.
- d) The bidder shall furnish a fee of Rs. 500/- along with the bid in the form of a demand draft in favour of Shipping Master, Mumbai, payable at Mumbai.

8.2) Earnest Money Deposit (EMD)

The bidders shall furnish, Earnest Money Deposit (EMD) of 5% value of this contract or Rs. 25,000/-, whichever is higher, in the form of Demand Draft/ Bankers' Cheque, from a scheduled commercial bank, drawn in favour of Shipping Master, Mumbai payable at Mumbai. EMD of unsuccessful bidders shall be returned without interest after finalization of the tender, EMD of the successful bidders shall be retained as security deposit, which will be returned without any interest on the expiry of contract.

8.3) Forfeiture of Earnest Money Deposit/ Security Deposit

The Earnest Money Deposit can be forfeited if a bidder:

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors/ faults of items supplied within the warranty/ guarantee period.
- In case of the successful bidder fails to sign the contract within the stipulated time.

8.4) Pre-bid Meeting

Shipping Master, Mumbai will hold a pre-bid meeting with the prospective bidders at 1100 hours on any date before the closing date of the said bid, which will be notified by him to the respective bidders, in the Government Shipping Office, Mumbai. Queries received from the bidders, two days prior to the pre-bid meeting will be addressed. The queries can be sent to Shipping Master, Mumbai through e-mail at smsgomumbai@gmail.com or faxed on 022-22693053/ 022-22692985.

8.5) Last date for submission of bids

- a) Bids complete in all respects, must be submitted at Shipping Master, Mumbai Office by the due date and time mentioned in the tender form. In the event of the specified date for the submission of bids being declared a holiday, the bids can be submitted to the appointed time on the next working day for which Shipping Master will make necessary provisions.
- b) Shipping master, Mumbai may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of Shipping master, Mumbai and the bidders shall be applicable to the extended time frame.
- c) As the bids can be submitted only up to the stipulated date and time, there can't be any late bids. Shipping Master, Mumbai will not be responsible for any delay

in obtaining the terms and conditions of the tender before the due date and time of submission.

- d) At any time prior to the last date for receipt of bids, Shipping Master, Mumbai, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Limited Tender Document by an amendment. The amendment will be notified on DG Shipping's website www.dgshipping.gov.in and should be taken into consideration by the prospective bidders while preparing their bids.
- e) In order to give prospective bidders responsible time to take the amendment into account in preparing their bids, Shipping Master, Mumbai may, at its discretion, extend the last date for the receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of bidder's EMD.
- f) The bidders will bear all costs associated with the preparation and submission of their bids. Shipping Master, Mumbai will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- g) Printed terms and conditions of the bidders will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

8.6) Opening of Bids

a) Technical Bid Committee

Shipping Master, Mumbai shall convene a bid opening session with duly constituted technical evolution committee on a specified date after the closing of the bids at 1530 hours on 15/05/2017 where one representative from the bidders, who have submitted the Bid, can participate.

b) Financial Bid Committee

Financial bids, original and revised, if any, of only the technically qualified bidders shall be opened on a notified date and time, in the presence of duly constituted financial evolution committee bidder's representatives, who chose to remain present.

8.7) Bid Validity

All the bids must be valid for a period of 90 days from the date of limited tender opening for placing the order. However, the rates should be valid during the contract empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period.

8.8) Evaluation of bids

- a. Shipping Master, Mumbai reserves the right to seek any clarification on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. This would also not mean that their bid had been accepted.
- b. Any effort by bidder to influence Shipping Master, Mumbai's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c. Shipping Master, Mumbai reserves the right to accept any bid, and to cancel/ abort the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for Shipping Master, Mumbai's action and without assigning any reasons.
- d. Printed conditions mentioned in the tender will not be binding on Shipping Master, Mumbai, if any specific condition is to be accepted it should be specifically mentioned in the tender itself.

8.9) Technical Evaluation Committee

- (a) Shipping Master, Mumbai with technical evaluation committee will examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria will be rejected.
- (b) Shipping Master, Mumbai would examine the technical details and may ask for additional information from the bidders. On such a request, the bidders may have to produce additional information. The time limit, in which the bidders' have to submit additional information, will be decided by Shipping Master, Mumbai and its decision will be final in this regard. Bids of the bidders failing to adhere to the specified time limit will be rejected.
- (c) As part of technical evaluation, the bidders would be asked to organize a technical demonstration of the hardware and technology they use for executing the job. The demonstration shall be held at Shipping Master, Mumbai's site located in Mumbai within 10 days after the opening of the technical bids. On the day of demonstration, the bidders will bring consumable items, at their own cost as mentioned under "Section-C" and demonstrate the usage.
- (d) Shipping Master, Mumbai does not take any responsibility of getting any equipment cleared from customs etc. Hence, the bidder may make arrangements to get them cleared and make available for demonstration before due date and time.
- (e) Bidders shall be allowed time of three working days for organizing the technical demonstration. After evaluation of their technical bids, if a bidder fails to organize the demo within the stipulated time of 03 working days or the demo is not successful, no second chance will be given and the bid shall be rejected.
- (f) Any expenditure incurred on account of samples/ demonstration will be entirely borne by the bidder.

8.10) Financial Evaluation

- a. After approval of the report by the competent authority, a Financial Evaluation Committee (FEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway.
- b. L1 is the bidder quoting least value of X in the financial bid table (Annexure-B) and will be selected for empanelment.

8.11) Award of Contract

- a. On written communication from Shipping Master, Mumbai for having qualified for contract the bidder will sign the contract (letter of empanelment) within 07 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. Shipping Master, Mumbai would extend the opportunity of matching the L1 rates to L2 bidder. If L2 agrees to match the rates, they would be considered for empanelment. If L2 doesn't agree opportunity would be given to L3 bidder and so on to select the empanelment agency for the tender specified work.
- b. EMD of the bidder selected for empanelment will be converted into Security Deposit, which will be returned without interest after the expiry of empanelment/extended empanelment.

9. Penalty

If the empanelled bidder fails to deliver goods, Shipping Master, Mumbai shall have the option to withdraw the job, get the job done through alternate sources at the cost and risk of the defaulting bidder. Shipping Master, Mumbai may also consider termination of empanelment and forfeiting the security deposit.

10. Security

The agency will ensure that no information, about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the agency.

11. GENERAL TERMS & CONDITIONS

- a. The selected agency will not, without Shipping Master, Mumbai prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of Shipping Master, Mumbai in connection therewith, to any person.
- b. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then Shipping Master, Mumbai will impose sanctions which will include: forfeiture of the security deposit, and termination of the Contract for default.

- c. Shipping Master, Mumbai may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for Shipping Master, Mumbai's convenience, the extent to which performance of work under the work order and / or the contract is terminated, and the date upon which such termination becomes effective. Shipping Master, Mumbai reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with Shipping Master, Mumbai, should be passed on for compliance by the new company /new division in the negotiation for their transfer.
- e. All panel agencies automatically agree with Shipping Master, Mumbai for honoring all aspects of fair trade practices in executing the work orders placed by Mumbai, as and when required.

12. TERMINATION FOR INSOLVENCY & DEFAULT

a. Termination for insolvency

Shipping Master, Mumbai may at any time terminate the work order/ contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

b. Termination for default

(a) Default is said to have occurred

- 1. If the agency fails to deliver any or all of the service within the time period(s) specified in the work order or any extension thereof granted by Shipping Master, Mumbai.
- 2. If the agency fails to perform any other obligation(s) under the contract/ work order.

(b) If the agency, in either of the above circumstances, does not take remedial steps within a period of 07 days after receipt of the default notice from Shipping Master, Mumbai (or takes longer period in spite of what DG Shipping may authorize in writing), Shipping Master, Mumbai may terminate the contract/ work order in whole or in part. In addition to above, Shipping Master, Mumbai may at its discretion also take the following actions.

(c) Shipping Master, Mumbai may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate Shipping Master, Mumbai for any extra expenditure involved towards support service to complete the scope of work totally.

13. FORCE MAJEURE

- a. Force majeure clause will mean and be limited to the following in the execution of the contract/ purchase orders placed by Shipping Master, Mumbai: -
 - War/ hostilities.

- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

14. ARBITRATION

Shipping Master, Mumbai and the vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specifically provided for by the general conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Shipping Master, Mumbai and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment thereof. The arbitration proceedings will be held in Mumbai, India.

15. APPLICABLE LAW

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

16. Statutory and Contractual Obligations to be Complied with by the Contractor

- a. The related work pertains to issuance of SIDs which is a statutory work. As such, secrecy and confidentiality of the work is very much required to be adhered to strictly by the contractor.
- b. The contractor is required to ensure faithfulness, reliability and integrity and identity duly verified from the proper authority.
- c. The work quantified is purely contractual in nature which is to be performed in the given time period.
- d. The department reserves the right to terminate the contract at any point of time without assigning any reason therefore.
- e. The contractor shall have to deposit an amount equivalent to 5% of the total value of the work or Rs. 25,000/- whichever is higher as 'Earnest Money' with the department along with their bid.
- f. It shall be the obligation of the contractor to perform the work and complete it in the manner explained. In the event of any failure on the part of the contractor in

providing services as per the agreed terms and conditions, the amount of 'Earnest Money' shall be forfeited.

- g. The contractor shall furnish, Earnest Money Deposit (EMD) in the form of Demand Draft/ Bankers' Cheques, from a scheduled commercial bank, drawn in favour of Shipping Master, Mumbai payable at Mumbai.
- h. On written communication from the Shipping Master, Mumbai for having qualified for empanelment the contractor will sign the contract within 03 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- i. EMD of the contractor selected for empanelment will be converted into security deposit, which will be returned without interest after the expiry of contract.

18. Eligibility and qualification criteria to be met by the Contractor for performing the required work.

- a. The contractor should bring at their own cost, the complete set up of consumable necessary for the purpose of the pre-bid demonstration (Technical Evaluation)
- b. The contractor, who have executed projects of handling secured documents for the Government will be preferred.
- c. The contractor should be registered with the Service Tax Department and carry a valid PAN number.
- d. The contractor should produce Articles of Association (in case of registered firms), Bye laws and certificates of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firms).
- e. An undertaking (self certificate) that the bidder hasn't been blacklisted by a central/ state department institution and there has been on litigation with any government department on account of similar services.

SECTION-C- SCHEDULE OF REQUIREMENTS/ SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

- 1) The empanelled bidder shall deliver the goods as under: -

Sr. No.	Particulars of Consummable	Units
01	RBN H2 YMC FK500, IMG, FARGO	10
02	Fargo HDP Film for HDP5000 Ptr (84053)	10
03	Polyguard 1.0 mil Overlamine Count, 250 IMH, 82601	10
04	Fargo-Kit Cleaning HDP5000-089200	01

- 2) The empanelled bidder shall deliver the desired number of goods as per specifications under the limited tender within 07 days from the date of contract.
- 3) It is advisable that the bidders should read the ILO Convention No. 185 for better understanding of the desired goods.

SECTION-D-PAYMENT TERMS (PRICE SCHEDULE)

- 1) The empanelled bidder shall submit pre-receipted bills in the name of Shipping Master, Mumbai, in triplicate after supply of the desired number of goods.
- 2) Payment will be made within 30 days of submission of completed documents.

SECTION-E-CONTRACT FORMS

The contract forms i.e.:

- 1) Form for technical bid and;
- 2) Form for financial bid;

are given as Annexure-A and Annexure-B respectively, with this limited tender document.

Technical Bid**EMPANELMENT FOR SUPPLY OF CONSUMABLE ITEMS FOR SID PROJECT**

- 1) Name of Company :
- 2) Address :
- 3) Telephone No. : Fax Number :
- 4) Branch(s) At : Mobile No. :
- 5) Contract Persons : E-mail :
- 6) PAN No. :
- 7) Service Tax No. :

8) Enclose copy of IT returns filed for the last 02 years

9) Year since when providing IT services:

10) Annual Turnover from It enabled services: (In Rs. Lacs)

11) Details of similar projects already executed along with previous client's certificates:

Name of the organization & address, contact person, telephone number, job volumes, year of assignment & compilation, project cost (*)

12) No. of days required to deliver the goods empanelment

13) Details of payment :

(*) Please use additional sheets for each project detail

Signature

Date:

Name

Place:

SEAL

FINANCIAL BID

EMPANELMENT FOR SUPPLY OF CONSUMABLE ITEMS FOR SID PROJECT

1) Name of Company :

2) Address :

3) Price:

Sl. No.	Activity	Rate (In Rs.)

4) The rate shall comprise complete activities detailed in deliverable section

5) All taxes / Govt. levies etc. should be quoted separately.

Date:

Signature (with seal)

Place:

Name

SPECIFICATIONS FOR CONSUMMABLES

Sr. No.	Particulars of Consumable	Units
01	RBN H2 YMCFK500, IMG, FARGO	10
02	Fargo HDP Film for HDP5000 Ptr (84053)	10
03	Polyguard 1.0 mil Overlamine Count, 250 IMH, 82601	10
04	Fargo-Kit Cleaning HDP5000-089200	01