MSSIDC invites sealed offers in Two Bid system from their registered SSI units for finalizing Rate Schedule for supply of Sodium Hypochlorite USP Solution Grade -1 for the year 2012 – 2013. Blank tender form can be purchased on payment of Rs.2000/- in cash or DD drawn in favour of MSSIDC Ltd., Mumbai during office hours up to 7/5/2012.

The offer shall be submitted to Jt. Managing Director on the above address on or before 8/5/2012 up to 1.00 pm. Details are available on our website www.mssidc.org.

Date: 17/04/2012
Jt. Managing Director
TENDER INVITATION FOR FINALISATION OF RATE SCHEDULE FOR SUPPLY OF SODIUM HYPOCHLORITE USP SOLUTION, GRADE-1

Jt. Managing Director, Maharashtra Small Scale Industries Development Corporation Limited, ‘Krupanidhi’, 9, Walchand Hirachand Marg, Ballard Estate, Mumbai 400 001, invites sealed Tenders in Two Bid System for finalization of Rate schedule for supply of Sodium Hypochlorite USP Solution, Grade -1 as per IS 11673/1992 (First Revision).

a) Technical Bid contains 11 Pages
b) Price Bid contains 03 Pages

FOR AND ON BEHALF OF MSSIDC LTD.

AUTHORISED SIGNATORY

TENDER FORM – PART – I

TENDER NO. : MSSIDC/RS/01/Sodium Hypochlorite/2012-2013

FOR FINALISATION OF RATE SCHEDULE FOR SUPPLY OF SODIUM HYPOCHLORITE USP SOLUTION, Grade -1

DUE ON : 08.05.2012 UPTO 13.00 HOURS

DATE OF OPENING OF : 08.05.2012 AT 14.00 HOURS

NAME & ADDRESS OF THE TENDERER : ______________________________

: ______________________________

: ______________________________

MONEY RECEIPT NO. ___________________ DATE ___________________ RS.2000/-

This is PART – I of the tender documents set and should be submitted in ENVELOPE NO.1 duly SIGNED, STAMPED AND SEALED. The tender without proper seal will not be opened.

FOR AND ON BEHALF OF MSSIDC LTD.

AUTHORISED SIGNATORY
# TIME SCHEDULE OF THE TENDER

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TENDER NO.</td>
<td>MSSIDC/RS/01/Sodium Hypochlorite/2012-2013</td>
</tr>
<tr>
<td>2</td>
<td>DETAILS OF ITEM</td>
<td>FINALISATION OF RATE SCHEDULE FOR SUPPLY OF SODIUM HYPOCHLORITE USP SOLUTION, Grade-1 as per IS 11673/1992 (first revision)</td>
</tr>
<tr>
<td>3</td>
<td>COST OF TENDER</td>
<td>Rs. 2000/- Non-refundable.</td>
</tr>
<tr>
<td>4</td>
<td>SALE OF TENDER DOCUMENTS</td>
<td>From 18.04.2012 to 07.05.2012 on any working days between 10.00 am To 5.00 pm at MSSIDC Head Office, Mumbai</td>
</tr>
<tr>
<td>5</td>
<td>DUE DATE OF TENDER</td>
<td>DATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>08/05/2012</td>
</tr>
<tr>
<td>6</td>
<td>DATE OF OPENING OF TENDER</td>
<td>a) ENVELOPE NO.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) ENVELOPE NO.2</td>
</tr>
</tbody>
</table>
PROCEDURE FOR SUBMISSION OF TENDER

1. The tender set is divided into two parts. PART I pertains to technical information, specification of tendered goods, confirmation of the tender terms, required documents, etc. This should be put in ENVELOPE NO.1 SIGNED, STAMPED EACH & EVERY PAGE AND SEALED super scribing the word Technical Bid.

Part II – The original price bid duly signed on every page and sealed should be submitted in Envelop No. II super scribing the word “price bid” or “Commercial Bid”.

2. Both envelopes I and II should be put in single envelope super scribing as MAIN ENVELOPE and submitted duly SEALED & STAMPED to MSSIDC Head Office, Mumbai at Krupanidhi, 9 Walchand Hirachand Marg, 2nd Floor, Ballard Estate, Mumbai – 400 001.

3. ENVELOPE NO.1 will be opened first in the presence of tenderers on due date and time, place indicated in the tender form.

PART – I (TECHNICAL BID)

Copies of the following documents duly certified by Gazetted Officer and/or General Manager/ Dy. Manager (M) MSSIDC LTD, Mumbai /Divisional Manager MSSIDC should be submitted along with Part-I of the tender (Envelope I), failing which Part-II of the tender i.e. Price Bid shall not be opened.

a) Permanent SSI Registration Certificate complete set indicating the inclusion of tendered item.

b) Copy of Value Added Tax (VAT)/TIN Registration Certificate.

c) Value Added Tax (MVAT) Clearance Certificate valid as on 30.09.2011 in Form No.415.

d) In case of those tenderers who are exempted from the payment of MVAT as per the Govt. orders, such tenderers should furnish copy of the MVAT Exemption Certificate duly certified.

e) In case the Value Added Tax Clearance Certificate in Form No.415 valid on the date of opening of the tender is not enclosed, a copy of application in Form No.414 submitted to Sales Tax Department for issue of Value Added Tax Clearance Certificate should be enclosed. However the units should submit the Value Added Tax Clearance valid on the date of opening of the tender before 11.00 A.M. on the due date of opening of Envelope No. II failing which the tender will be treated as invalid.

AUTHORIZED SIGNATORY OF TENDERER
f) Copy of PAN Card in the name of Firm, in case of partnership or Private Ltd. Co. or in the name of Proprietor in case of proprietary firm.

g) New tenderers who have not completed one year of production on the date of opening of the tender shall be exempted from submission of PAN Card and MVAT Clearance Certificate subject to the condition that such tenderer shall furnish duly acknowledged copy of the application made to the ST/IT authorities seeking registration under Value Added Tax (VAT) Act and permanent account No. under Income-tax Act, respectively.

h) Certificate of Chartered Engineer/Chartered Accountant certifying existing plant and machinery of the tenderer unit and its production capacity and further certifying that the unit is engaged in manufacture of tendered item and the production of the same is going on in the same factory premises.

i) The latest test reports from recognized State/Central Govt. Laboratories/Institutions for the tendered items should be submitted.

j) Tenderer must submit valid license copy from Food & Drugs Authority and copy of Good Manufacturing Practice Certificate issued in the name of tenderer.

**ADDITIONAL DOCUMENTS**

1) If the tenderer is having ISI/ISO mark license to manufacture the tendered items, the copy of the BIS License should be submitted.

2) Statement indicating last 3 years sales turnover/ Balance Sheet duly certified by Chartered Accountant, (Not applicable to new units.) Units completing less than 3 years are required to submit statement for the completed years.

3) Certificate from the Chartered Accountant/Engineer for the last three years turnover specifically for the tendered item. In case of new unit, the certificate should be submitted for the period from its commencement of production of the tendered item.

4) Copy of DG&SD Rate Contract, if awarded. If not awarded, mention the same specifically.

**AUTHORISED SIGNATORY OF TENDERER**
UNDERTAKING FROM THE TENDERER

We hereby confirm having read and understood all the terms & conditions of the tender under reference and we hereby accept the same unequivocally without any reservation and we shall not alter/add/delete any of the conditions of the tender or part thereof.

We further declare that –

1) We shall make our own arrangement for procurement of requisite raw material.

2) We shall not stipulate our own terms & conditions, and if stipulated, same shall not form part of this tender.

AUTHORISED SIGNATORY OF TENDERER

NAME:

DESIGNATION:

ADDRESS:

1) OFFICE:

PHONE NO.:
FAX NO/ E-mail address:

2) FACTORY
PHONE NO.:
FAX NO/ E-mail address;
**Specification:**

1. The specification of the material i.e. Sodium Hypochlorite shall be Grade-1 as per IS : 11673/1992 (First edition) in liquid form in different pack.

2. The tenderer shall mention their brand if any and also specify the expiry period of their product.

**GENERAL TERMS & CONDITIONS**

1) **MSSIDC ROLE**: On receipt of the enquiries from the purchase department, MSSIDC finalize this Tender and Rate Schedule by following due tender procedure and would be communicated to the interested purchasing authority.

2) **PRICE VARIATION:**

The Price quoted will be firmed and fixed during the period of the Contract.

3) **TENDERER TO MANUFACTURE GOODS:**

It is a specific condition of the tender that the tenderer shall possess the necessary plant & machinery of the requisite capacity and testing equipments/facilities for manufacture and testing of the entire specified quantity of the goods which conform to the specifications/standards indicated in the tender and shall manufacture the same himself for execution of orders under this tender. The successful tenderer will have to submit the capacity and capability certificate for the manufacturing of the tendered item from the RITES or such other Govt. agency, which would be nominated by MSSIDC. The fees for this purpose would be borne by the tenderer. No orders will be placed on successful tenderer without compliance of such certificate.

If it is subsequently discovered that the tenderer has not complied with this condition, MSSIDC shall be entitled to unilaterally terminate this contract and blacklist the tenderer from participating in future tenders for supply of goods for such period as may be deemed necessary from the date of such blacklisting. This shall be in addition to the other remedies to which the MSSIDC can resort to.

4) **ACCEPTANCE OF TENDER:**

MSSIDC reserves the right to accept or reject any tender without assigning any reason whatsoever and the decision of MSSIDC in this regard shall be final and binding on all tenderers.

5) **ACCEPTANCE OF ORDER:**

The tenderer, if found eligible is required to supply the stores only through MSSIDC Ltd. The tenderer also confirms and agrees that he will neither undertake nor supply directly the tendered stores to any of the indenting deptts. The tenderer further undertakes and confirms that he will not quote lower rates to any of the Central/state Govts./Semi-Govt. Departments, organizations, undertakings, etc. than the rates accepted by the tenderer. Despite this commitment and undertaking, if it is observed and noticed that without the prior knowledge and approval of the corporation, the tenderer has quoted the lower rates for the supply of stores, then the tenderer is liable for penal action as the Corporation may deem it fit and necessary, including cancellation of the tenderer’s contract and disassociating unit from the Corporation’s Marketing Assistance Scheme.
6) PRE – DISPATCH INSPECTION:

As per the Govt. directives pre-dispatch inspection of the stores shall be carried out at the tenderer’s factory premises by the independent Govt. Inspection Agency i.e. University Department of Chemical Technology, Mumbai, National Chemical Laboratory, Pune, Superintendent Co. of India, Mumbai or Public Health Laboratory (Govt.) at the Dist. Level. Inspection charges shall be borne by the tenderer and inspection report be submitted to MSSIDC alongwith bill & delivery challan.

7) DELIVERY OF STORES:

If desired by the consignee the stores under the Rate Schedule should be dispatched to the indenter/consignee as stipulated in the Rate Schedule only after the due inspection and approval by the nominated Inspection Agency or consignee representative as the case may be at the tenderer’s cost. Copy of the Inspection Report should be furnished to the indenter/consignee along with the stores.

8) DELIVERY PERIOD:

The stores should be manufactured, inspected and delivered to the consignee site/stores within a period of 45 days from the date of placement of order or delivery scheduled mutually decided depending upon quantum of orders.

9) DELIVERY PERFORMANCE:

a) If the tenderer on awarding the Rate Schedule, fails to supply the stores within the delivery schedule further orders shall not be placed with him till such time the pending orders are serviced.

b) The tenderer on awarding the Contract may be liable for getting himself disqualified for further orders if he fails three times to adhere to the quality as well as delivery schedule and orders in hand shall be cancelled at contractor’s risk and cost.

10) AGREEMENT & SECURITY DEPOSIT:

Tenderer accepting the contract is required to –

a) pay security deposit Rs.50,000/ by way of Demand Draft. The MSSIDC will not pay any interest on Security Deposit.

b) Execute the agreement in the prescribed format.

11) PERIOD OF THE CONTRACT:

The tenders are invited for fixing of Rate Schedule for the year 2012-2013 for a period of one year and the same can be extended for a period of two months at rates and terms as may be mutually agreed upon, if required.

AUTHORISED SIGNATORY OF TENDERER
12) DRAWAL OF STORES:

Drawal of quantity or stores against the tender is not guaranteed and not binding on Corporation.

13) VALIDITY OF THE OFFER:

The validity of the offer shall be for 120 days from the date of opening of Envelope No.II of this tender. The validity of the tender can be further extended if required with the consent of the tenderer.

14) JURISDICTION:

As the tender is floated and finalized by MSSIDC in Mumbai and MSSIDC has registered office in Mumbai, for any legal dispute arising out of this tender, Courts in Brihan Mumbai will have exclusive jurisdiction.

15) PAYMENT TERMS:

Those units who have been awarded the Rate Schedule will be considered for placement of order by issuing supply orders in the prescribed form of the Corporation. The payment terms mentioned in the Supply Order are applicable to the tenderer. As per the term & condition the Supply Order the tenderer is eligible to receive the payment as and when the Corporation receives the payment from the consignee against the supplies.

It is specifically clarified (It is understood and agreed by the tenderer) that MSSIDC shall not be deemed as purchaser or consignee for the purpose of “Micro, Small & Medium Enterprises Development Act-2006” for payment against the supplies made under this Rate Schedule and shall make the payment to the addresses after receipt of the same from the consignee after deducting services charges mentioned at clause no.21 of the tender. It is further clarified (understood and agreed by the tenderer) that all the claims under “Micro, Small and Medium Enterprises Development Act 2006” shall be made against consignee and/or actual user of the material to be supplied under this rate contract.

16) RECOVERY OF DUES:

Whenever any claim arises for the payment by reason of default by the contractor, MSSIDC shall be entitled to recover such amount by appropriating (in whole or part) any amount retained by MSSIDC on behalf of the contractor and/or any amount due to the contractor from any of the Govt. consignee on any account whatsoever. If such appropriated sum is not sufficient to cover the full amount recoverable/due from the contractor, the contractor shall on demand pay to the MSSIDC the balance amount due.

AUTHORISED SIGNATORY OF TENDERER
17) FALL CLAUSE:

It is a condition of the contract that all through the currency of the rate schedule with MSSIDC, the Rate at which rate schedule holder would supply the stores to any customer shall not be lower than the rate schedule rate and in case the stores are supplied by the Rate schedule holder at lower rate (lower than the Rate Schedule rate), all subsequent supplies made to MSSIDC under the Rate Schedule will be deemed to have been made at such lower price charged by the rate schedule holders to others and he will be paid accordingly at such lower price. It shall be mandatory on the part of Rate Schedule holder to promptly furnish such information in writing to MSSIDC and obtain acknowledgement thereof, failing which it shall be deemed to be breach of Rate Schedule and RS holder shall make himself liable for the action as may be deemed necessary including debarment from the existing contract and participation in future Rate Schedule for such period as may be decided by MSSIDC.

18) GUARANTEE/ WARRANTY:

The tenderer should give warranty that the stores supplied under the rate schedule shall be strictly in accordance with the specifications from the date of receipt of stores by the indenter/consignee.

19) REPLACEMENT OF DEFECTIVE STORES:

The tenderer shall replace defective stores with stores conforming with the specifications laid down in the tender.

20) FORCE MAJEURE:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any War, Hostility, Act of Public Enemy, Civil commotion, Sabotage, Fire, Floods, Explosions or any other acts beyond its control being acts of God (hereinafter referred to as ‘events’) it shall immediately give a notice of the same to the other party.

In case the tenderer pleads that he is delayed or prevented either wholly or partially from performing his part of the contract by giving the notice as aforesaid, the MSSIDC shall verify and satisfy itself the occurrence/continuance of such event/s and take such of action as may be deemed necessary and the action so taken by MSSIDC shall be binding on the tenderer.

21) LIQUIDATED DAMAGES:

In case the tenderer on awarding the contract fails to deliver the stores of any consignment thereof, within the contracted period of delivery or in case the stores are found not in accordance with the prescribed specifications and/or approved sample, the MSSIDC shall exercise its discretionary power either –

   to recover from the contractor as liquidated damages sum equivalent to \( \frac{1}{2} \% \) of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10% of value in case of any order not exceeding Rs.1 lakh and 5% of value in case of an order exceeding Rs.1 lakh at the stipulated price of the stores so ‘undelivered’.

AUTHORISED SIGNATORY OF TENDERER
MSSIDC shall be entitled to deduct/recover the amount of liquidated damages from the current bill payable to the tenderer or any other amount due as payable to him against this or any other contract from MSSIDC or from any of the Govt. consignee.

OR

To cancel the contract and to purchase elsewhere on tenderer’s account the stores so undelivered at the risk and cost of the tenderer. In addition to this, to take any other action as may be deemed necessary including blacklisting of the contractor, forfeiture of security deposit, etc.

22) REBATE :

The tenderer on awarding the contract shall supply the stores/material only through MSSIDC. The tenderers are required to pay rebate to MSSIDC at the rate of 6% on the bill value including all taxes and levies except MVAT.

23) TENDERER OBLIGATION OF EXECUTION OF CONTRACT AND PAYMENT OF SERVICE CHARGES THEREOF:

It will be binding on the successful tenderer units on awarding the contract to execute the orders received from the indentor/consignee against Govt./Semi-Govt. contracts through the Corporation only and in no case such orders will be executive directly. In case it is observed that the orders are executed directly, it will be treated as breach of the contract and the name of such unit will be deleted from the contract.

The successful tenderer unit on awarding the contract, accepting the orders from the Corporation towards supply of materials to the contractors against the contract will be liable to pay the service charges irrespective of their execution or non-execution of order once the same has been accepted by the and not cancelled by MSSIDC.

24) GOVT. DIRECTIVES:

All specific govt. directives concerning Govt. Purchase Programme as may be issued from time to time shall be applicable irrespective of the fact that it has not been incorporated in this tender specifically.

25) SUBMISSION OF THE TENDER:

The tender submitted through Telex/Telegram/Fax/E-mail and/or without tender documents shall not be accepted.

26) BIS CERTIFICATION:

As per the Government directives, preference shall be given to ISI marked product. The unit holding BIS License, a copy of BIS License to use the standard mark along with endorsement on the date of opening of the tender shall be submitted in Envelop No.1. Such unit will be preferred for finalization of the contract. In case of unit who have applied for renewal, must submit coy of receipt of renewal fees paid to BIS.

AUTHORISED SIGNATORY OF TENDERER
27) MSSIDC reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of MSSIDC in this regard shall be final and binding on all tenderers.

AUTHORISED SIGNATORY OF TENDERER

Name: 

Designation: 

Company Seal: 

Place: 

Date: 
MAHARASHTRA SMALL SCALE INDUSTRIES DEVELOPMENT CORPORATION LIMITED. 
( A Govt. of Maharashtra Undertaking) 

TENDER FORM - PART - II

1) TENDER NO. : MSSIDC/RS/01/Sodium Hypochlorite/2012- 2013 
FOR FINALISATION OF RATE SCHEDULE FOR SUPPLY 
OF SODIUM HYPOCHLORITE USP SOLUTION Grade -1 
as per IS 11673/1992 (first revision)

DATE OF OPENING OF 
ENVELOPE NO.2 : DATE 08.05.2012 
TIME:. 1300 Hrs

NAME & ADDRESS OF THE: 
TENDERER ________________________________
____________________________
____________________________

MONEY RECEIPT NO._____________________ DATE ____________________ RS. 2000/-

This is PART – II of the tender document set and should be submitted in envelope No.II duly 
SIGNED, STAMPED AND SEALED.

FOR AND ON BEHALF OF MSSIDC LTD.

AUTHORISED SIGNATORY
SPECIFICATION AND TERMS

A) Specifications:

The tenderer will have to supply the stores exactly as mentioned in Part – I of the tender documents.

B) Rates:

a) The rate should be quoted in the Rate Schedule attached to this tender documents.

b) The rate quoted should be fixed and firm and inclusive of free delivery of stores at consignee’s stores/site anywhere in Maharashtra, inclusive of VAT, Excise Duty, Packing, Transit Insurance, Loading and Unloading charges, stacking of the goods at consignee’s stores/site, excluding Octroi charges and local levies.

c) The rates quoted should be exclusive of Octroi charges and local levies. The charges as actual shall be reimbursed by the consignee who are not entitled to issue Octroi Exemption Certificate/Exemption from local levies.

AUTHORISED SIGNATORY OF TENDERER

Name: 

Designation: 

Company Seal: 

Place: 

Date: 

# SCHEDULE - A

RATE SCHEDULE FOR SUPPLY OF SODIUM HYPOCHOLORITE USP SOLUTION GRADE- 1 AS PER IS 11673/1992 (First Revision)

<table>
<thead>
<tr>
<th>SR NO.</th>
<th>SPECIFICATION</th>
<th>BASIC RATE</th>
<th>VAT WITH %</th>
<th>RATE PER NO. ON DESTINATION BASIS (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sodium Hypochlorite USP Solution – Grade I as per IS 11673/1992 (first revision) Liquid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) 30 ML</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) 100 ML</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) 200 ML</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) 1000 ML (1 litre)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE & SEAL OF THE TENDERER

DATE :

PLACE :