



MAHARASHTRA STATE SEEDS CORPORATION LIMITED

“Mahabeej Bhavan” Krishi Nagar, Akola - 444 104, Phone:0724- 2455093 ,2258480
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E - T E N D E R D O C U M E N T

E- Tender No. : MSSC/MKTG/ADVT/2023/01 Date: 20/01/2023

Sub.: PRINTING AND SUPPLY OF PUBLICITY MATERIAL.

(E-Tender should be submitted online and also Technical Bid in Physical Form)

Last date of online submission and acceptance of Technical Bid in Physical Form

04/02/2023 up to 11.00 Hrs.

Opening of E-Tender Technical Bid (If Possible): **06/02/2023** at 11.00 Hrs.

E-Tender to be uploaded at www.mahatenders.gov.in and Technical Bid in Physical form to be submitted to:

I/c. General Manager (Marketing)
MAHARASHTRA STATE SEEDS CORPORATION LIMITED
Mahabeej Bhawan, Krishinagar, Akola - 444 104

Phone: 0724- 2455093 ,2258480 Mobile: 7588609670, 8669642749
Fax-2455287, 2455187,
Mail:homarketing@mahabeej.com, Web: www.mahabeej.com

Index

Sr. No.		Section	Page No.
1	Title Page	-	1
2	Index Page	-	2
3	Tender Notice	-	3
4	a) Instruction to tenderers and terms and condition of Tender	SECTION -I (Part-A)	4-7
	b) General terms and condition of contract	SECTION -I (Part-B)	8-11
5	Item wise details of specifications for the various items	Annexure-I	12
6	Special terms and conditions	Annexure- II	13-14
7	Tentative details of Quantity and Number of Overprinting Names of Mahabeej Date Calendar and Diary	Annexure-III	15
8	Tender Form (Technical Bid)	Section –II (Part-A)	16
		Section –II (Part-B)	17-18

E - TENDER - NOTICE

Ref. No.: MSSC/MKTG/ADVT/ 2023/01

Date: 20/01/2023

Sub: PRINTING AND SUPPLY OF PUBLICITY MATERIAL.

MAHARASHTRA STATE SEEDS CORPORATION LIMITED, AKOLA intends to call e-tenders for **PRINTING AND SUPPLY OF PUBLICITY MATERIAL as under**

Item no.	Particulars	Approx. Qty. (nos.)	Normal E.M.D.	Tender Paper Cost (Including 18% GST)
01	Mahabeej Pocket Diary	1,00,000 no.	14,000	Rs. 590/-
02	Mahabeej Multicolour Folder	50,000 no.	3,000	
03	Mahabeej Multicolour Leaflet	50,000 no.	1,500	

Eligibility Criteria: This is time bound activity hence participants must have capacity to do the job in stipulated period given in the tender or as per order issued from time to time by MSSCL. The reputed printers / Suppliers can apply.

2. For detailed Tender Notice and Tender Forms please visit our website – www.mahabeej.com.
3. E-Tender documents containing the terms and conditions of supply and detailed specifications can be downloaded from the E-Tendering portal of Govt. of Maharashtra at www.mahatenders.gov.in. Help desk No.7588607727, 8669642749.
4. The last date of online submission of E-Tender & acceptance of Technical Bids in physical form is **04.02.2023 (Saturday) up to 11.00 Hrs.**
5. For e-Tender submission, the interested parties may upload the tender document complete in all respects on the e-Tendering portal of Govt. of Maharashtra at www.mahatenders.gov.in. The filled e-tender be uploaded with the scanned copy of PRN No. received from Bank against online payment of EMD and Tender Fee. The actual copies of PRN must be submitted in the technical Bid in physical form on or before the last date of submission at the office of GENERAL MANAGER (MKTG), MSSCL, MAHABEEJ BHAVAN, KRISHINAGAR, AKOLA- 444104 without which the tender will be taken as incomplete and non responsive and shall not be considered. The e-tender fee shall be non refundable. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever. **The Price-Bid will be accepted online only and not in physical form.**
6. The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra and the requirements for submission like registration on the portal, use of digital signature etc. well in advance. The bids need to be signed by digital signature as per the requirements of the e-Tendering portal.
7. The last date of online submission of E-Tender & acceptance of Technical Bids in physical form is **04.02.2023 (Saturday) up to 11.00 Hrs.** Technical Bid of all the E-Tenders received in time will be opened on **06.02.2023 at 11.00 Hrs.** (if possible), in the presence of interested tenders parties.
8. The Price bids of the eligible parties may be opened on 06.02.2023, if possible. The Management of MSSCL, Akola reserves the rights to accept or reject any or all the tenders/cancel the tenders without assigning any reasons thereof.
9. The quantity mentioned in the tender notice is tentative and may increase or decrease as per requirement of MSSCL.

(Prakash Tatar)
I/c. General Manager (Mktg.)
M. S. S. C. Ltd., Akola

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SECTION - I (PART-A)
INSTRUCTIONS TO THE E-TENDERERS, TERMS AND CONDITIONS OF E-TENDER:

INVITATION OF OFFER:

1.1 Sealed e-tenders (in Two Bid System) are invited for Supply of various publicity Items as stated in e-tender notice no. MSSC/MKTG/ADVT/ 2023/01 Date: 20.01.2023.

ELIGIBILITY CRITERIA:

- 2 This is time bound activity hence participant must have capacity to do the job in stipulated period given in the tender or as per order issued from time to time by MSSCL. The reputed printers with own printing facility and firm tie up with paper manufacturers / Suppliers for supplies of paper can apply.
- 2.1 E-Tender complete in all respects should be submitted in Two Bid System online at the e-Tendering portal of Govt. of Maharashtra at www.mahatenders.gov.in. and also the Technical Bid in physical form in sealed Envelope super-scribing "ENVELOPE-TECHNICAL BID FOR ITEM NO. -----NAME OF THE ITEM-----" on or before **04.02.2023 (Saturday) up to 11.00 Hrs.** in the office of GENERAL MANAGER (MARKETING), MSSC LTD., MAHABEEJ BHAVAN, KRISHINAGAR, AKOLA-444 104. If possible the e-tenders would be opened on **06.02.2023 at 11.00 hrs.** (Technical Bid) in the presence of e-tenderers/e-tenderer's representative present at the time of opening.
- 2.2 Technical Bid sent by post should be sent by Registered post with due acknowledgement however online submission is must in this case also. Sealed Technical Bid submitted by hand delivery should be delivered to the office of General Manager (Mktg.), MSSC Ltd., Akola by obtaining acknowledgement. Cable/Fax tenders would not be accepted.

TWO BID SYSTEMS:

- 3.1 During online submission of e-Tender, the copies of all e-tender documents as detailed below along with the scanned copy/copies of PRN Number received from bank against the online payment of e-tender fee and EMD must be uploaded. The copy of the PRN slip towards EMD must be submitted in the technical bid in physical form without which e-tender will be taken as incomplete and non responsive and shall not be considered. The technical-bid must be digitally signed by the e-tenderer, else it is liable for rejection. In case of physical submission, only Technical Bid has to be submitted and **Price- Bid has to be submitted online and not in physical form.**
- 3.2 Technical Bid for online submission and ENVELOPE (SEALED) for Physical submission:
This Envelope should be marked as "ENVELOPE - TECHNICAL BID FOR Publicity Material. The following documents should be uploaded in the Technical Bid and enclosed during the physical submission:-
 1. The scanned copy of PRN Number received from bank against the online payment of E-Tender fee (Non-refundable) and EMD must be uploaded during online submission and the copies of the same must be submitted in the technical bid in physical form.
 2. Acceptance of Terms and conditions of the e-Tender form (Technical Bid) Section-II (Part - A) Technical Details Section-I (Part-B) along with relevant documents digitally signed for online submission and duly signed for physical submission.
 3. The scanned copies of GST and PAN Nos.
 4. Other documents in support of claims as mentioned in Section-I and Section-II by the tenders. The above documents must be uploaded online and enclosed during physical submission else the Tender is liable for rejection.
 5. Sample of Item quoted as specified in Annexure-1, in separate Envelope with Specification, e-Tenderer's Seal and Signature to be submitted in physical form.

3.3 PRICE BID FOR ONLINE SUBMISSION ONLY:

The Price-Bid has to be submitted online only and not in physical form. This bid must be digitally signed along with all the details filled in else the tender is liable for rejection.

3.4 Tenderers must affix seal and put address on Technical Bid Envelope.

3.5 If relevant papers / documents are not found in Technical Bid envelope or even if price bid is found in Technical Bid, then also the tender will be considered as non eligible and will stand rejected.

SUBMISSION OF SAMPLE WITH TENDER.

4.1 Sample of item quoted as Specified in **Annexure- 1**, with specifications, Tenderer's seal and signature should be submitted in the same or separate Envelope.

E-TENDER OPENING (TECHNICAL BID):

5.1 The Technical Bid will be opened on the date as mentioned and Price Bid may be opened on the same day or separate date, if any, and will be communicated or displayed on our website.

REJECTION OF E-TENDER:

6.1 Any party not fulfilling the conditions of Technical Bid shall be out rightly rejected.

6.2 Offers with alternatives to the specification given in the tender will be out rightly rejected.

6.3 Conditional tender shall not be considered. Printed terms and conditions of the tenderer shall not be considered as forming part of their tenders. In case any terms and conditions of the Contract applicable to this invitation to tender are not acceptable to tenderers, they should clearly specify deviation in their tender. The MSSCL reserves the right to accept or reject them. The MSSCL shall not be bound to give reasons for the refusal to consider the tender with deviations.

6.4 The Tender analysis will be done and technically and commercially eligible parties as decided by the competent Authority of MSSCL will only be considered eligible. The process of competitive bidding involves the right to implement suitable evaluation process as considered best in the interest of MSSCL Ltd.

6.5 Price Bid of eligible party will only be opened.

6.6 No erasure or alteration is permitted in the documents submitted by e-Tender Parties (either in Technical or Price Bid), any such erasure or alteration if done, should be countersigned, failing which tender is liable for rejection.

Technical verification of manufacturing facilities by technical committee of MSSCL Officials:

7.1 The Technical committee of MSSCL Officials (if feel necessary) will visit the place of working of the tender parties for verification of Infrastructure claimed by the parties in the tender. The tender of all those parties will be rejected whose facilities are not found satisfactory for ensuring the supply of quality material quoted by party in time. The decision of MSSCL technical committee will be final and will be binding to all tender parties and will carry no legal claim or liability if any on MSSCL.

7.2 The team may visit (if necessary) immediately after Tender opening to tenderer's site and hence could not inform to any tender party for the same in advance.

7.3 MSSCL will have exclusive rights on the art design etc. and supplier will be forbidden from usage of artwork in future for the use of other client.

OPENING OF PRICE BID:

8.1 The Price Bid of all eligible parties will be opened online as stated in tender (if possible) if not possible it will be opened on suitable date which will be informed to the tenderers participated or will be displayed on our website.

RATE OFFER:

9.1 The rates offered should be for items specified in tender along with the terms and conditions given and should be:-

- a) Door delivery / FOR MSSCL Dist. Level and Regional Offices, within state including all charges, GST, etc. MSSCL District level offices are located at all district places in Maharashtra.
- b) Inclusive of all Taxes (including turnover tax), Duties (Excise, Special Excise, Service Taxes, Cess), Packing and forwarding charges, GST etc.
- c) The Inspection, Verification and Testing charges will be borne by MSSCL and hence these charges should not be included in the rate offered.

IMPORTANT:

9.2 The Price-Bid-Rate Schedule (BOQ) should be uploaded in the MSSCL prescribed format only and it must be digitally signed by the e-tenderer, else the e-tender is liable for rejection.

PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN (VALIDITY OF e-TENDER):

10.1 The e-tenderer shall keep the offer open for acceptance for a period of at least 90 days from the date of opening of tender (Technical Bid). If the day up to which the offer is to remain open has been or is declared as closed holiday for the office of the MSSC Ltd. the offer shall remain open for acceptance till the next working day or as desired by the competent authority.

PRICE NEGOTIATION:

11.1 Price negotiation may not be conducted and the tender shall be finalized on lowest rate of the tender. If the rates offered by the bidders are not found suitable and lucrative, the right for price negotiation is reserved by the MSSCL. MSSCL is free to decide the course and method to be adopted for the negotiation purpose.

SPLITTING OF TENDER:

12.1 The MSSCL Management reserves the right to split the order amongst more than one party at the tender lowest rates, without assigning any reason thereof. The party who offered lowest rate (**L1**) will be given preference and competent authority will decide the number of parties amongst whom the order should be splitted.

RETENDER:

13.1 The Item shall be re-tendered under the situation that during evaluation of tender (Technical Bid) the No. of eligible tender parties found are less than two. However if Competent Authority thinks that the item required urgently, one eligible tender can be considered.

13.2 Extension of time and date for acceptance of Tender shall be considered, keeping in view the No. of tenders received up to due date and time.

13.3 The item shall be re-tendered when the lowest rates received in the tender are not acceptable to MSSCL.

CLARIFICATION REQUIRED BY e-TENDERER:

14.1 Any clarifications required in connection with the tender, may be obtained from the office of General Manager (Marketing) MSSCL, Akola, before submission of their offer.

EARNEST MONEY DEPOSITE:-

15.1 Earnest money deposit as stated in tender notice/tender document should be paid online during uploading the e-tenders on the e-tendering portal of Govt. of Maharashtra www.mahatenders.gov.in . The scanned copies of PRN number received from bank against the online payment of EMD must be uploaded during online submission and the copy of the same must be submitted in the technical bid in physical form.

15.2 No interest will be allowed on the Earnest Money from the date of its receipt until it is so refunded.

15.3 The EMD amount shall be converted into a part of Security Deposit if the party desires. A written consent must be provided for the same.

FORFEITURE OF EMD:

16.1 In the event of a tenderer, whose tender is received within the closing date and time of the tender as specified, withdrawing his tender before the receipt of final decision or in the event of tenderer whose tender has been accepted, failing to execute an agreement within 5 days from the date of giving the offer and/or failing to deposit Security amount within 3 days from the date of executing an Agreement, the Earnest Money deposited by such tenderer shall be forfeited without any intimation and in the later case the tender also shall be cancelled and order will be placed with other party/parties either from tender process or from open market and any excess expenditure incurred by MSSCL, shall be recovered from the defaulting party.

16.2 When the party has declared in Technical Bid that his offer is as per the tender specifications but eventually differ in specifications given in Price-Bid his offer shall stand invalid and the EMD will be forfeited.

16.3 When the party is declared in Technical Bid that party has infrastructure available for manufacturing the item quoted and when the same is not confirmed during the visit by committee of MSSCL officials for technical verification of manufacturing facilities/ infrastructure the EMD of such parties will be forfeited.

AWARD OF TENDER, EXECUTION OF AGREEMENT:

17.1 The successful parties shall be awarded the tender considering their capacity and if feel necessary based on the report of the technical committee. Decision for the quantity to be ordered to the successful tenderer and splitting the order quantity is reserved by MSSCL Management.

17.2 A written offer will be issued to successful tenderers for executing the Agreement within 5 days from the date of issue of letter on an appropriate non judicial stamp paper of Rs. 500/- The cost of the stamp paper will have to be borne by the tenderer.

17.3 Detail Orders will be issued to the party after agreement made on stamp paper. The order will include Quantity, Rate of supply, etc. along with other terms and conditions, which would be the inherent part of this tender process.

REQUIREMENT, SPECIFICATION AND DELIVERY SCHEDULE WITH SPECIAL TERMS AND CONDITIONS OF CONTRACT IF ANY:

18.1 Requirement, Specification and tentative Delivery Schedule with special terms and conditions are given in Annexure-1 and 2 in detail.

18.2 It should be noted that tender quantity can decrease/increase to any extent depending up on the requirement.

RIGHT FOR ACCEPTANCE OR REJECTION OR SPLITTING OF TENDER

19.1 The Management of MSSCL Akola, reserves the right to accept or reject any or all the tenders/Cancel any Item of the tender and split the order for any quantity to more than one party at the tender lowest rate without assigning any reason thereof.

SECTION - I (PART - B)

GENERAL TERMS AND CONDITIONS OF CONTRACT VALIDITY PERIOD OF THE AGREEMENT: (RATE VALIDITY)

- 20.1 The validity period of the agreement (Rate) will be for a period of Six Month from the date of signing the agreement by the contracted party. During this validity period, MSSCL considering the exigencies may place the additional orders with the parties for supply of material, over and above the agreement quantity, to any extent at the agreed and approved rates. Thus rates will be valid for a period of Six Month from the date of signing of the agreement by contracted party for supply of Material, over and above the agreement quantity, to any extent at the agreed and approved rates even though agreement is made for certain quantity.
- 20.2 If for any reason as covered by the terms "FORCE MAJEURE" the Corporation requires less quantity of supplies, the Corporation shall have right to cancel order for the balance quantity not required by the Corporation.
- 20.3 Orders will be placed in phase manner with certain delivery schedule. Total order quantity will not be necessarily equal to agreement quantity. It will be lesser or more than agreement quantity to any extent, depending upon the requirement.

DELIVERY DESTINATION AND SUBMISSION OF BILL:

- 21.1 The successful contracted firm shall arrange to supply of the entire order quantity of each item to the Corporation at its Head Office, District level and Regional level Offices within state door delivery FOR destinations, within time schedule and modifications made if any and mentioned in the orders placed time to time, during the contracted period.
- 21.2 All the bills duly indicating GST Tax No. for the supplies should be raised in the name of MSSCL mentioned in the order placed from time to time, during the contracted period.
- 21.3 The bills should be submitted with due acknowledgement of our receiving unit along with official stamp and date of receipt of item supplied at receiving unit. Receipt should be submitted in the specimen given in the order by MSSCL. Collection of acknowledgement will be the responsibility of supplier.

VERIFICATION, SAMPLING and TESTING:

Here verification denoted the acceptability as per the physical norms fixed and agreed by the Management. Sampling denotes the selection of the part of material that has been actually transported and reached to the desired destination as per order issued by the Corporation and available for verification before the committee of representatives. Testing denotes the assessment of technical tolerance and specifications about the goods.

- 22.1 The printed item supplied by the Contracted firm shall be inspected and examined by the authorized inspection house and or officers of the Corporation at party's factory/ establishment or at our Head Office/District Office/Regional Offices.
- 22.2 On receipt of material at concerned receiving units, MSSCL representative from any places will draw 2 random samples for testing purpose. Based on the results received the quality parameters of the item will be considered of the item supplied by supplier and it will be binding on contracted firm.
- 22.3 The sample of material may be tested in any laboratory for its quality at the discretion of MSSCL
- 22.4 The party trying to supply substandard material will be black listed and the EMD/SD/Retention Money will be forfeited and penalty may be imposed as directed by the Competent Authority of MSSCL.

QUALITY OF MATERIAL AND USE OF MATERIAL PRIOR TO RECEIPT OF INSPECTION / TESTING REPORT OF THE CONSIGNMENT:

- 23.1 The supplies must confirm to the specification given by the Corporation failing which the Corporation will not accept material. If the material is accepted and there after observed unfit for use after testing reports are received, the material will be declared as Rejected Material.
- 23.2 Rejected material will be returned to the party after cancellation. Party will have to pay the expenditure incurred for cancellation of material, before taking delivery. The party must lift the material within 15 days of intimation failing which storage charges decided by MSSCL will have to be paid by the party before taking delivery of the rejected material. Three Show-Cause Notices at 15 days intervals will be issued to the party by Registered AD. If party does not lift the material it will be disposed off after third notice and cost of material paid and disposal charges if any will be recoverable from the supplier.
- 23.3 The Corporation presumes that the materials dispatched are exactly as per contracted specifications, therefore, may utilize the material even before the receipt of the inspection report of the said consignment. If the material is found having inferior in quality later, deductions from payment shall be made on pro-rata basis for the used quantity plus penalty if proposed by Competent Authority.

SECURITY DEPOSIT

- 24.1 The successful tenderer will have to remit Security Deposit @ 5% of the value of agreement/order quantity worked out at the approved rates in the form RTGS/NEFT (of Nationalized/Scheduled Bank only), drawn in favour of MSSC Ltd., Akola payable at Akola.
- 24.2 The Successful Tenderer will have to remit Security Deposit within 3 days from the date of Agreement, failure of which EMD will be forfeited and contract will be treated as cancelled and order will be placed with other party/parties either from tender or from open market and any excess expenditure incurred by MSSCL, shall be recovered from the defaulting party.
- 24.3 With the written consent of the contracted party, EMD deposited by the party if any with the Corporation will be converted into Security Deposit.
- 24.4 The Security money would be retained up to the validity period of the Agreement / till confirmation and observance of terms and conditions of tender and will be refunded thereafter without any interest on the Security Deposit after completion of procedure, If the job is completed by the party satisfactorily. Most probably security deposit will be released at the time of final payment only. No interest is payable on S.D. till it is released.

Payment:

- 25.1 In case quality problems are not observed apparently, 80% payment would be made after delivery of item satisfactory in good condition duly verified and acknowledged by the receiving unit along with signature, office seal and date of receipt of receiving unit with pacca bill and after completion of procedure.
- 25.2 Immediate deduction for the defective supplies, delayed supplies shortages and damages if any will be made from the 80% payment proposed after receipt of goods and on confirmation of quality to the relevant specification.
- 25.3 The balance 20% payment would be made after completion of entire quantum of ordered quantity and after making necessary deductions if any towards liquidated damages, Outstanding, Inferior quality on pro-rata basis or as decided by the Competent Authority on receipt of test report from testing laboratory.
- 25.4 Interest will not be given on the retention money (20% payment).

- 25.5 It will be the responsibility of supplier to bring the acknowledgement of material supplied from the receiving destination complete in all respect without which payment will not be released.
- 25.6 Payment will be made by RTGS. Payment will be released from Head Office of MSSC Ltd. only and not from the material-receiving destination.

Failure in supply of order/agreement quantity and forfeiture of Security Deposit:

- 26.1 The contracted firm should supply the material as per delivery schedule given in the orders placed from time to time during contracted period, which presume to be the part of the agreement carried due to this tender process. MSSCL will have rights to forfeit the Security Deposit in the event of failure of part or complete supply and order will be placed with other party/parties either from tender or from open market and contracted party will have binding to pay the differences towards the additional expenditure incurred for affecting such purchases from other parties.

Acceptance of Delayed Supplies:

- 27.1 MSSCL reserves the rights for acceptance of the delayed supplies by imposing penalty and the **Grace period for acceptance of delayed supplies with penalty will be maximum 7 days from the last date of delivery schedule or as per decided by management.** Thereafter party will be considered as failure.
- 27.2 For granting grace period for acceptance of delayed supplies with penalty, parties should request in writing for the same minimum 5 days in advance from the last date of delivery period putting the reasons, failure of which their request to consider delayed supplies with penalty may not be put for consideration.
- 27.3 The Corporation may at the discretion of Competent Authority to consider for extension in the delivery schedule to any supplier if there are sufficient reasons and if the performance of the supplier throughout the execution period is quite satisfactory. However, such extension in delivery schedule and thereby waiving off liquidated damages shall not form any claim of the Contracted firm. If there are adequate justifications for such considerations, such cases may be interpreted and considered by the Corporation at the time of finalization of the entire supply account throughout the discretion and allied orders of the Competent Authority.

Delivery Schedule and Rate of Penalty for delay in delivery during grace period:

- 28.1 The delivery of entire order quantity of item quoted should be completed as under:-
- 1) Mahabeej Pocket Diary:- Within 25 days from the date of final Artwork given.
 - 2) Mahabeej Multicolour Folders:- Within 20 days from the date of final Artwork given.
 - 3) Mahabeej Multicolour Leaflets:- Within 20 days from the date of final Artwork given.
Supplies beyond this period will not be accepted and if accepted it will be penalized as under:-
 - a) In the event of any delay in adhering to the time schedule for printing & delivering by the specific date, the tenderer shall be liable for the payment of 1% of order value per week of delay for the delayed period as liquidated damage to the corporation. The day will be reckoned at the end of working hours including part thereof shall be considered a full day. This includes the period for which the specific request to condone delay is given. The decision of the competent authority shall be binding on the tenderer.
 - b) In case of Pocket diary, Finishing and Binding should be of excellent quality.

In order to avoid delay the supplier must submit the proofs well in time and as per orders issued time to time by the MSSCL.

SUBMISSION OF PROOF FOR APPROVAL:

29.1 The contracted firm may provide the final printed proof in actual size of the item for approval within 3 days from the date of matter given and will be responsible to print the Pocket Diary, Multicolour Folders and Mahabeej Multicolour Leaflet as per the artwork given.

OTHER IMPORTANT:

30.1 Liability towards GST, income tax etc. will be of supplier only.

30.2 If party is doing the job of other party at the same time, party has to undertake MSSCL job on top priority.

30.3 Losses till door delivery of MSSCL receiving unit will be of supplier only and in any case MSSCL will not be responsible for such losses or damages etc.

RIGHT TO CHANGE/MODIFY THE ORDER TERMS/CONDITIONS ETC.:

31.1 The entire contents of the tender documents shall form part of the Agreement unless changed or modified by part or whole separately. No additional terms and conditions raised / claimed by the contracted firm will be entertained other than reflected in prescribed tender form issued and entertained under this agreement.

31.2 The Corporation reserves the right to change/modify the conditions or incorporate additional ones if deemed necessary and the same will be binding on Contracted firm. The intimation given in official letter / form from the authorized signatory on behalf of MSSC Ltd. will be treated as modified version of the terms /conditions and ultimately will be the part of this agreement. No contracted firms will liable for any claim what so ever in the matter.

31.3 Where the contracted firm has been allotted more than 1 item (s) under this tender/agreement and where it has been experience that the supplies of some of the items where the orders have been issued has been restrained, the schedule has not been adhered, MSSCL will have authority to compensate the quantum of liquidate damage from the payment of such items for which effective delivery have been taken place.

ARBITRATION:

32.1 Both the parties to the agreement do hereby expressly waive the provision of Section 12 clause 5 of arbitration and conciliation act 1966 ad amended up to date and agrees to refer and dispute which may arise pertaining to terms and performance of contract to Hon'ble Managing Director, M.S.S.C. Ltd., as "Sole Arbitrator." Decision of the Sole Arbitrator will be final and binding on both the parties.

JURISDICTION FOR LEGAL MATTERS:

33.1 If any dispute arises and if for any reason the matter has to be referred Court of Law, Akola Civil Court alone will have the jurisdiction in the matter irrespective of registered place of Contracted firm or any point or place of MSSC Ltd.

ANNEXURE-I

ITEM WISE DETAILS OF SPECIFICATIONS FOR ITEMS OF e-TENDER AND SUPPLY SCHEDULE

ITEM NO-1 :-NAME OF ITEM :-MAHABEEJ POCKET DIARY

Specifications of Pocket Diary: -

Size	Close Size: 12.00 cm. X 9.00 cm. (finished)
Cover Pages (4 Pages)	210 GSM Sinarmass Art paper, Printing of cover will be Multi colour offset printing on both side of the paper. On front/back side of diary as desired by MSSCL.
Inner Pages	There will be total 64 inner pages (Excluding Cover Page) as under:- 16 pages will be 90 GSM Sinarmass Art paper and printing of these pages will be Multi Colour offset printing on both side of the paper for product photographs and characters. Blank Pages:- 48 pages will be on 70 GSM A Grade Maplitho Paper and printing of these pages will be in single special colour offset printing on both side of the paper. This will contain matter as well as lining for writing purpose.
Quantity	1,00,000 nos. approximately
Pinning	Two stainless still pins (Rust proof), Center Sticking
Cover Lamination	There will be good quality lamination for cover page on single side.
Packing	10 no's pocket diaries should be bundled and should be packed with good quality rubber band on both sides. Such 100 bundles should be packed in good quality carton box of appropriate size, which can sustain the weight of 1000 pocket diaries. The box should be packed with wrapper clip and wrapper tape.
Layout/Design	Layout/Artwork/Design of Pocket Diary will be given by MSSCL in CD.

ITEM NO-3 :-NAME OF ITEM :-MAHABEEJ MULTI COLOUR FOLDER

Specifications Multi colour folder: -

Size	8.50 inches X 11.00 inches finished open size
Paper	90 GSM Sinarmass Art Paper
Printing	Multi Colour offset printing on both side
Fold	Single fold as per design
Quantity to be printed	50,000 nos. (as per requirement)
Number of designs	2 (Two)
Packing	500 no's Folders should be packed in one bundle with due covering of good quality brown paper with wire thread and such ten bundle should be packed in good quality new carton box of appropriate size which can sustain the weight of 5000 folders during transportation and handling. Carton box should be packed with wrapper tape and wrapper clip on both side or as per requirement given by MSSCL.

ITEM NO-3 :-NAME OF ITEM :-MAHABEEJ MULTI COLOUR LEAFLET

Specifications Multi colour Leaflet: -

Size	1/8 Demi (5.25 inches X 8.75 inches Finished)
Paper	90 GSM Sinarmass Art Paper
Printing	Multi Colour offset printing on both side
Quantity to be printed	50,000 nos. (Approximately)
Number of designs	In the above-mentioned quantity there will be 2 different designs of leaflets in Marathi or other language as per requirement of MSSCL. Minimum quantity of each design will be as per requirement of MSSCL but within design limit given above.
Packing	500 no's Multicolour leaflets design wise without fold should be packed in one bundle with due covering of good quality brown paper with wire thread and polythene sheet and such five bundle should be packed in good quality carton box of appropriate size which can sustain the weight of 2500 Multicolour leaflets during transportation & handling. Carton box should be packed with wrapper tape & wrapper clip on both side.

Supply schedule of Pocket Diary and Multicolour Folder at receiving destination.-

- 1) Mahabeej Pocket Diary:- 100% of order quantity within 25 days from the date of Final Artwork given.
- 2) Mahabeej Multicolour Folder:- 100% order quantity within 20 days from the date of final Artwork given.
- 3) Mahabeej Multicolour Leaflet:- 100% order quantity within 20 days from the date of final Artwork given.

ANNEXURE-II

I. SPECIAL TERMS AND CONDITIONS:

Sample of item quoted

The supplier should enclose the sample of item quoted in separate envelope other than technical Bid and must put his Name and Signature on the sample submitted along with tender for clear identification. This envelope should be given separately.

1. Tolerance limit and penalty for variation in size, quantity, printing quality:

- a) In finished size - No Tolerance Limit
- b) In Quantity - No Tolerance Limit
- c) In Printing Quality - No Tolerance Limit
- d) In Paper GSM - 5% Tolerance Limit
- e) Any other parameter – No Tolerance Limit

Considering above tolerance limits, for the differences if any deduction will be made from 80% payment / 20% retention money / security deposit and as decided by the competent authority and it will be binding on Supplier.

2. Tolerance limit and Penalty for variation in each item supplied i.e. Paper quality, Printing quality, Size, Binding, Finishing etc. Considering above tolerance limits, for the differences if any deduction will be made from 20% Retention money/Security Deposit as the quality results may not be available immediately and it will be binding on supplier.

II. TECHNICAL SPECIFICATION:

Design, Printing and Submission of Proof for approval:

The Printing of each item should be undertaken as per approved design by MSSC Ltd., and as per given specifications only. The Printing details should be got approved before starting of final printing. Printing colour should be uniform colour in all products with standard colours. Sharp Impressions required as per artwork. Finishing the item should be of excellent quality. Uniformity in offset Printing Work of item to be printed. Party must submit the offset actual print of the Item before start of final printing, if it is not satisfactory party has to do necessary corrections as suggested by MSSCL and should get approval from MSSCL Competent Authority.

Packing and Marking: Packing should be as per details given below and as per directives issued time to time in order.

- A) PACKING OF MAHABEEJ POCKET DIARY:-** 10 no's pocket diaries should be bundled and should be packed with good quality rubber band on both sides. Such 100 bundles should be packed in good quality carton box of appropriate size, which can sustain the weight of 1000 pocket diaries. The box should be packed with wrapper clip and wrapper tape.
- B) PACKING OF MAHABEEJ MULTI COLOUR FOLDER:-** 500 no's Folders should be packed in one bundle with due covering of good quality brown paper with wire thread and such ten bundle should be packed in good quality carton box of appropriate size which can sustain the weight of 5000 folders during transportation and handling. Carton box should be packed with wrapper tape and wrapper clip on both side or as per requirement given by MSSCL.
- C) PACKING OF MAHABEEJ MULTI COLOUR LEAFLET:-** 500 no's Multicolour leaflets design wise without fold should be packed in one bundle with due covering of good quality brown paper with wire thread and polythene sheet and such five bundle should be packed in good quality carton box of appropriate size which can sustain the weight of 2500 Multicolour leaflets during transportation & handling. Carton box should be packed with wrapper tape & wrapper clip on both side.

The following details should be mentioned on outer packing for clear identification.

- | | |
|--|------------------------|
| (01) Name of Item: | |
| (02) To, Name of MSSCL Unit / Dealers Name | |
| (03) Telephone No. | |
| (04) Detailed address. | From, Name of supplier |
| (05) Content details | Address: |
| (06) Approximate Gross weight of the Box. | Contact Person & No.: |

SAMPLES OF THE ITEM QUOTED:

Dummy Sample of Item Quoted: The participant parties must submit the Dummy sample of the Item quoted as per specifications given in the tender document complete in all respect along with Technical Bid in separate envelop. On the sample the supplier should put his name and signature and seal for clear identification.

Samples of the Item Quoted prepared by the tender party for other companies / parties: The participant parties must submit the **Samples of the Item Quoted prepared by the tender party for other companies / parties** with Technical Bid in separate envelop. On the sample the supplier should put his name and signature and seal for clear identification.

SEQUENCE OF DOCUMENTS TO BE SUBMITTED

The sequence of the documents to be submitted should be as under:

Technical Bid:

- 1) Section –II (Part-A) along with all relevant documents i.e. Scanned copy of PRN Number towards payment of EMD and Tender Fee / DD of EMD in case of Limited EMD and other documents as asked in Section –II (Part-A).
- 2) Section –I (Part-B) along with all relevant documents asked.

Note : Samples of the item quoted i.e. 1) Dummy Sample of Item Quoted and 2) Samples of the Item Quoted prepared by the tender party for other companies / parties should be submitted in separate envelop (other than Envelop-1 and 2) and should be submitted separately along with tender.

Price Bid : Only online as stated in the e-tender form

Annexure-III

Tentative details of Quantity of Mahabeej Pocket Diary and Mahabeej Multicolour Folder & Leaflets will be as under:-

Item No.	Particulars	Quantity (MSSCL)
1	Mahabeej Pocket Diary	1,00,000
2	Mahabeej Multicolour Folder	50,000
3	Mahabeej Multicolour Leaflet	50,000

Destination wise tentative supply plan will be as under:-

Sr. No.	Destination	Mahabeej Pocket Diary	Mahabeej Multicolour Folder	Mahabeej Multicolour Leaflet
1	Jalgaon	3000	1500	1500
2	Nashik	3000	1500	1500
3	Dhule/N.bar	3500	1750	1750
4	Pune	3000	1500	1500
5	Satara	3000	1500	1500
6	Sangli	3000	1500	1500
7	Kolhapur	3000	1500	1500
8	Thane	3000	1500	1500
9	Parbhani	4000	2000	2000
10	Hingoli	4000	2000	2000
11	Nanded	4000	2000	2000
12	Osmanabad	4000	2000	2000
13	Latur	4000	2000	2000
14	Solapur	4000	2000	2000
15	Shivani (Akola)	4000	2000	2000
16	Washim	4000	2000	2000
17	Amravti	4000	2000	2000
18	Buldhana	4000	2000	2000
19	Yavatmal	4000	2000	2000
20	Nagpur	4000	2000	2000
21	Wardha	4000	2000	2000
22	Bhandara/Gondiya	3000	1500	1500
23	Chandrapur/Gadchiroli	3500	1750	1750
24	Jalna	4000	2000	2000
25	Aurangabad	4000	2000	2000
26	Ahmednagar	4000	2000	2000
27	Beed	4000	2000	2000
28	Akola Head Office	1000	500	500
	Grand Total	100000	50000	50000

Note: The above information is given for getting an idea to the supplier and the actual quantity may vary and will be as per the orders issued by the MSSCL time to time.

General Manager (Marketing.)

SECTION - II (PART - A)
e-TENDER :- TECHNICAL BID

TO BE SUBMITTED ALONG WITH TECHNICAL BID AND SCANNED COPY BE UPLOADED
WHILE ONLINE SUBMISSION ALONG WITH RELEVANT DOCUMENTS IN PHYSICAL FORM

To,
The Managing Director,
M.S.S.C. Limited, Mahabeej Bhavan,
AKOLA - 444 104.

Sub: e-Tender for Supply of Publicity Material

Ref:-e-Tender No. MSSC/MKTG/ADVT/2023/01 Date: 20/01/2023

Sir,

i) I/We hereby confirm that we have read all the terms and conditions of the e-tender stated under above number and hereby agree to abide by the said conditions. ii) I/we also agree to keep this tender open for acceptance for a period as mentioned in tender paper and in default thereof, I/We will be liable to forfeiture of my/our Earnest Money. iii) I/we hereby declare that a. I/we have read all the terms and conditions specified in the e-tender paper and all terms and conditions are acceptable to me/us. b. The rates offered are for the material of specifications mentioned in the e-Tender **(Annexure-1& 2)** and our offer is not differing in any respect and if any difference found by MSSCL, the offer shall stand rejected without any legal claim or liability if any on MSSCL and I/we will be liable to forfeiture of my/our Earnest Money. iv)The details of prescribed earnest money and e-Tender Fee are as under:-

Sr.No.	Particulars	Item no	Name of Item	Name of Bank	PRN Number /D.D. No. and Date	Amount in Rs.
1	EMD					
2	e-Tender Fee					

v) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if: - I/we do not execute an agreement within 5 days from the date of offer given and OR I/We do not deposit the Security Amount mentioned in the Agreement within 3 days from the date of execution of Agreement vi) Following documents are enclosed. a. EMD as detailed above. b. Technical details as demanded in the format given in **(Section-II Part - B)**. c. Dummy Sample of Item Quoted **(in separate envelope)** d. Any other document (Please specify) e. Samples of the Item Quoted prepared by the tender party for other companies / parties. f. Declaration about the authority of the signatory to sign and furnish the tender documents under seal. If signatory is sole proprietor it should be on letterhead with seal. If the signatory is of Company or Pvt. Ltd. body due copy of the Resolution should be enclosed. If the signatory is registered Company or Govt. Body with due Resolution/Authority be furnished. g. Consent letter for Tie-up in case of hired printing facilities / artwork preparation facilities.

Thanking you,

Yours faithfully,

Place:-
Date:-

Signature with seal
Name of authorized signatory :-
Address :-

Phone No. Email -

SECTION - II (PART - B)

TO BE SUBMITTED ALONG WITH TECHNICAL BID AND SCANNED COPY BE UPLOADED WHILE ONLINE SUBMISSION ALONG WITH RELEVANT DOCUMENTS IN PHYSICAL FORM

Note: The following details should be given completely, failure of which the tender will not be considered as technically eligible and the rates quoted will not be considered for evaluation.

TECHNICAL DETAILS

1.	Name of the Printer	
2.	Address along with e-mail Address (if any)	Mobile Number/ Telephone Number/ Fax Number
2.A	Reg./Head Office	
2.B	Factory/Press	
2.C	Whether the Unit is At the Approved Industrial Area. Yes/No	
2.D	Whether the unit has ISO-9000-2000 ISO Company.	If yes please attach Copy of Certificate
2.E.	Whether the Unit comes Under Factory Act	If yes please attach Copy of Certificate
3.	Name of Proprietor/Partners/Directors	
4	Name of authorized contact person/s and their mobile & e-mail Address (if any)	
5	Date of Establishment	
6	Infrastructure	
6.A	Qualified Personnel	
6.B	Other staff	
6.C	Details of Machinery	
	Printing	Whether Own or Hired : (If Hired attach Tie-up letter)
	Details	
	Binding	Whether Own or Hired : (If Hired attach Tie-up letter)
	Details	
	Artwork Preparation	Whether Own or Hired : (If Hired attach Tie-up letter)
	Details	

	Others	Whether Own or Hired : (If Hired attach Tie-up letter)
	Details	
7	Other Details	
7A	Income Tax No. (Please attach Copy of Certificate)	
7B	GST No. (Please attach Copy of Certificate)	
8	Nature of Main Activities	
9	Turnover Details (Copies of Audited financial statements / C.A. Certificate to be enclosed)	

(Rs. in Lacs)

Year	Annual Turnover	Net Profit
2019-20		
2020-21		
2021-22		

10	Principal Banker & Their Address	
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11	Declaration – Self-declaration on the firm/ company’s letterhead that there is no outstanding Income Tax/ Sales Tax dues should be enclosed.	
12	Any other information, if any	
13	Cliental List	

Please attach separate sheet if space is insufficient

I/we have read all the terms and conditions of tender document under ref no. **MSSC/MKTG/ADVT/2023/01** **Date: 20/01/2023** and hereby agree to abide by the said conditions. I/we here by also undertake that the infrastructure required for supply of the item quoted is available with us and we abide that we will supply the item quoted in stipulated time mentioned in tender document or the order issued by the corporation time to time.

Yours faithfully,

(Signature of the Authorized person)

Full name of the Authorized person

Designation

Seal of the firm and date