



MAHARASHTRA STATE SEEDS CORPORATION LIMITED

"Mahabeej Bhavan" Krishi Nagar, Akola - 444 104, Phone:0724- 2455093,2258480 Mobile: 7588607601, Fax-2455287, 2455187, E -Mail- <u>homarketing@mahabeej.com</u>

TENDER DOCUMENT Short E- Tender No. : MSSC/MKTG/ADVT/2023/03 Date: 26/09/2023 Sub.: PRINTING OF MAHABEEJ EXECUTIVE DIARY AND MAHABEEJ DATE CALENDAR-2024. (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 16/10/2023 up to 11.00 Hrs. Opening of E-Tender Technical Bid (If Possible): 17/10/2023 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: 7588607601, Fax-2455287, 2455187, Mail:homarketing@mahabeej.com, Web: www.mahabeej.com

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....3.... **E-TENDER-NOTICE**

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

Date: 26/09/2023

Sub: PRINTING OF MAHABEEJ EXECUTIVE DIARY – 2024 UNDATED DIARY/ JOURNAL-2024 AND MAHABEEJ DATE CALENDAR-2024.

MAHARASHTRA STATE SEEDS CORPORATION LIMITED, AKOLA intends to call e-tenders for PRINTING OF MAHABEEJ EXECUTIVE DIARY- 2024, AND MAHABEEJ **DATE CALENDAR-2024.**

Item	Particulars	Approx.	Normal E.M.D.	Tender Paper
no.		Qty. (nos.)		Cost
01	Mahabeej Executive Diary-2024	31,000 No.	Rs.77,500/-	Rs. 590/-
02	Mahabeej Date Calendar-2024	1,65,000 No.	Rs. 99,000/-	Rs. 590/-

- 1. 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 diary & calendar manufacturers and printers with firm tie up with paper manufacturers / Suppliers for supplies of paper 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 16.10.2023 (Monday) 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 16.10.2023 (Monday) up to 11.00 Hrs. Technical Bid of all the E-Tenders received in time will be opened on 17.10.2023 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 17.10.2023, 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) General Manager (Mktg.) M. S. S. C. Ltd., Akola ...4...

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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 Items as stated in etender notice no. MSSC/MKTG/ADVT/ 2023/03 Date: 26.09.2023.

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 diary & calendar manufacturers and printers with firm tie up of printing facility as well as reputed printers with own printing facility and firm tie up with paper manufacturers / Suppliers for supplies of paper can apply.
- 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 ITEM NO. ---------NAME OF THE ITEM------. 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-II (Part-B) along with relevant documents digitally singed 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.

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 singed 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 envelop 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 i.e. sample of paper for Calendar and sample of cover material, inner paper or dummy Diary or any other manufactured by the party with specification, Tender's seal and signature that matches with our requirement should be submitted in the same or separate envelop.

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 MSSC 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.

<u>Technical verification of manufacturing facilities by technical committee of MSSCL</u> <u>Officials:</u>

- 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 and out state including all charges, GST, etc. MSSCL District level offices are located at all district places in Maharashtra and in other states at Indore (MP), Kolkatta (WB) Siliguri (WB), Raipur (CG), Gandhinagar (GJ), Kurnool (AP), and Mathura (Uttaranchal), Purnia (Bihar).

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.

SPLITING 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 <u>www.mahatenders.gov.in</u>. 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 7 days from the date of giving the offer and/or failing to deposit Security amount within 10 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 7 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.

<u>REQUIREMENT, SPECIFICATION AND DELIVERY SCHEDULE WITH SPECIAL</u> <u>TERMS AND CONDITIONS OF CONTRACT IF ANY:</u>

- 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 SPLITING 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.

<u>SECTION - I (PART - B)</u> <u>GENERAL TERMS AND CONDITIONS OF CONTRACT VALIDITY PERIOD OF THE</u> <u>AGREEMENT: (RATE VALIDITY)</u>

- 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 and out states 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.

<u>OUALITY OF MATERIAL AND USE OF MATERIAL PRIOR TO RECEIPT OF INSPECTION /</u> <u>TESTING REPORT OF THE CONSIGNMENT:</u>

- 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 dose 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 or D.D. (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 7 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).

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- 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 15 days from the last date of delivery schedule or as per decided by MSSCL Management, or up to 15 December 2023 only. 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 7 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 through out 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.

<mark>Delivery Schedule and Rate of Penalty for delay in delivery during grace period Mahabeej</mark> <u>Diary-2024 and Clender-2024 :</u>

- 28.1 The delivery of entire order quantity of item quoted should be completed within 30 days from the date of final approval given for artwork of the item quoted (i.e. Soft copy of the artwork over mail/Pendrive/CD etc.) or as orders issued time to time or before 15 December 2023 which ever is later. 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) Deliveries beyond 15 December 2023, if accepted by Management it will be additionally penalized as under in addition to the penalty mentioned at 28.1(a) –

Sr.	For deliveries made during	Per Calendar	Per Diary
No			
1	16 th December to 26 th December 2023	Rs. 1.00/-	Rs. 3.00/-
2	27 th December to 5 th January 2024	Rs. 2.00/-	Rs. 5.00/-
3	6 th January 2024 to onwards (acceptance at discretion of the Management with penalty).	Rs. 4.00/-	Rs. 9.00/-

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- c) In case of Executive Diary 2024 finishing and Binding should be of excellent quality. In any case it should not be loosen or broken or any other damage during its use and if it is noticed at any location payment of such diaries will not be made and additional penalty other than a & b of 28.1 @ Rs. 5/- per diary and Rs. 1/- per calendar will be imposed on total disputed quantity of the Executive Diary -2024 and Date Calendar-2024. This retention money @Rs.5/- per diary and @ Rs. 1/- per Calendar for the supplied quantity will be released not earlier than 30 March 2024 if no dispute arises.
- d) If it is noticed at any location about Misprinting/Binding in Diary 2024 and Calendar-2024 (as per the artwork given) the penalty @ 10% cost of per Diary & 15% cost per Calendar will be levied on the said quantity. However no. misprinting is allowed for the Dealer name/Phone/ Address over printing for which 100% quantity will be rejected and no payment is payable.

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 (Artwork) no late is allowed and will be responsible to print the Diary/Calendar as per the artwork given. If party has not submit the proof within 3 days management considered final date is artwork given date.

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/CONDITIIONS 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 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.

<u>ANNEXURE-I</u>
ITEM WISE DETAILS OF SPECIFICATIONS FOR ITEMS OF e-TENDER
AND SUPPLY SCHEDULE
ITEM NO-1 :-NAME OF ITEM :-MAHABEEJ EXECUTIVE DIARY -2024
Specifications of Executive Diary 2024:-

	soi Excentive Diary 2024			
Size	A5 (Inner 148 X 205 mm; Outer-150 X 215 mm)			
	PU Cover material hard bound cover with 1 mm board, flexi bound.			
	Finishing with round back spine, round corner. Cover front and back			
Cover	Logo debussed with 0.04 mm depth, PU colour of MSSCL choice.			
Inner Pages	No of Pages - 240			
	80 GSM			
	Paper Specifications- Hi Brite NSP paper with excellent smoothness.			
Inserts pages	16 pages (8 leaves) customized info on 110 GSM gloss art paper 4C + 4C inserted			
& Paper	after each 30 pages.			
Front End &				
Back End	130 GSM matt finish art paper with printing.			
Page Marker	Lace stain page maker			
	Section Sewn and hard case bound with good quality binding material by past maker			
	preference will be given for section sewn and hard case bound with automatic binding on			
	automatic kolbus or Muller Martini hard cover binding line binding machine. Hence the			
Binding	participant parties having automatic Kolbus should mention the details in Section-I Part-B			
Packing	Individual Shrink Wrap in a box of 50 each.			

ITEM NO-2 :- NAME OF ITEM :- MAHABEEJ DATE CALENDAR-2024

Specifications of Date Calendar-2024: -

Size	6 Sheet (front back 12 pages) 16 X 22.5 inches (Finished)
Paper Quality	90 GSM maplitho "A" Grade Super White Make.
Printing	Multi Colour
Colour	
Printing	Photo offset printing on both side of 6 sheet.
	Top side double fold colour tin with slik hanger centrally aliened and a hole will be
	below this hanger (Colour tin & silk hanger should be of good quality like Kalnirnaya
Binding	Calendar)
	There will be over printing of dealers name, address & telephone no. on each sheet
	(back to back) for minimum order quantity of 250 no's calendar of each dealer & some
	MSSCL quantity may be without dealers name hence separate rate with over printing of
Over printing	dealers name & without dealers name should be given in price bid.
Total no. of	6 Sheets i.e. 12 pages back to back as details above.
pages	
	Layout/Artwork/Design of Calendar will be given by MSSCL in CD. For overprinting
	dealers name MSSCL will provide only matter to be printed its designing, layout, matter
Layout/Desig	typing, proof reading in English and Marathi etc. has to done by the supplier. For this
n	supplier should have sufficient infrastructure.
Packing	125 Numbers Calendar in one box.

Key Requirements of Manufacturer:

- 1. 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 diary manufacturer with firm tie up with paper manufacturers/suppliers for supplies of paper can apply.
- 2. The party will have to give an undertaking to use the specified quality of paper & cover etc. in all the journals. MSSCL reserves the rights to check the quality at any point of time and if not found of the same quality, the party will be liable for a penalty. The penalty will be decided by MSSCL and the party will have no claim further.

ANNEXURE-II

I. SPECIAL TERMS AND CONDITIONS:

Sample of item quoted

Sample of item quoted i.e. sample of paper for Calendar & sample of cover material, inner paper or dummy Diary or any other diary manufactured by the party with same specification, tender's seal and signature should be submitted in the same or separate envelop.

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 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.

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

A) PACKING OF MAHABEEJ DIARY:- Each Mahabeej diary should individually shrink wrapped with good thickness and quality polythene sheet of appropriate size or as desired by MSSCL and such 25 nos diary should be packed in good quality **fresh and plain carton box (Not Used Earlier)** of appropriate size which can sustain the weight of 25 nos diary during the transportation and handling. Carton box must be packed with wrapper tape and wrapper clip from both the sides.

B) PACKING OF MAHABEEJ DATE CALENDAR:- 125 no's calendar without fold should be packed in one bundle with due covering of good quality brown paper and polythene sheet and each bundle should be packed in good quality fresh and plain carton box (Not use earlier) of appropriate size which can sustain the weight of 125 calendars during transportation and handling carton box should be packed with wrapper tape and wrapper clip from both sides.

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.
- (05) Content details
- (06) Approximate Gross weight of the Box.

From, Name of supplier Address: Contact Person & No.:14.....

SAMPLES OF THE ITEM QUOTED:

Sample of item quoted i.e. sample of paper for Calendar & sample of cover material, inner paper of dummy diary or any other diary manufactured by the party with specification, tender's seal and signature should be submitted in the same or separate envelop.

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.
- 2) Section –II (Part-B) along with all relevant documents asked.

Note : Sample of item quoted i.e. sample of paper for Calendar & sample of cover material, inner paper of dummy diary or any other diary manufactured by the party with specification, tender's seal and signature should be submitted in the same or separate envelop.

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

Annexure-III

Tentative details of Quantity and Number of Overprinting Names of Mahabeej Diary will be as under:-

Sr.	Particulars	Quantity with	Quantity with	Tentative
No.		over printing	out over printing	Number of
		dealers name	dealers name	dealers for
		(Dealers)	(MSSCL)	Overprinting
1	Mahabeej Executive Diary-2024	20,000	11,000	400
2	Date Calendar-2024	1,30,000	35,000	520

Sr.	Destination					
No.			nabeej	Mahabeej Date Calendar-2024		
			y- 2024			
		Dealers	MSSCL	Dealers	MSSCL	
1	Jalgaon	900	300	4000	1000	
2	Nashik	650	100	3750	500	
3	Dhule/N.bar	250	100	2750	750	
4	Pune	1350	350	5500	2000	
5	Satara	750	100	3750	500	
6	Sangli	800	100	2500	500	
7	Kolhapur	700	200	4250	750	
8	Thane	300	350	1000	2000	
9	Parbhani	200	350	1750	1500	
10	Hingoli	400	100	2000	750	
11	Nanded	350	100	2000	750	
12	Dharashiv	1300	100	8250	500	
13	Latur	1450	200	12750	500	
14	Solapur	1300	100	4750	500	
15	Shivani (Akola)	600	2000	4700	4000	
16	Washim	500	100	7700	500	
17	Amravati	1050	300	5200	1000	
18	Buldhana	600	1000	7200	2000	
19	Yavatmal	1400	150	5700	500	
20	Nagpur	900	150	7750	1500	
21	Wardha	250	150	4250	500	
22	Bhandara/Gondiya	550	100	5250	500	
23	Chandrapur/Gadchiroli	600	100	4500	500	
24	Jalna	200	200	2750	1500	
25	C. Sambhajinagar	250	100	2500	500	
26	Ahmednagar	1400	250	10500	1000	
27	Beed	600	100	3000	500	
28	Akola Head Office	0	3600	0	7500	
29	Kurnool (AP)	0	40	0	100	
30	Indore	0	40	0	250	
31	Gandhinagar	50	15	0	25	
32	Raipur	50	25	0	75	
33	Purnea/F.gunj/Siliguri	300	15	0	0	
34	West Bengal (Kolkatta)	0	15	0	50	
	Total	20000	11000	130000	35000	
	Grand Total	31	000	165000		

Destination wise tentative supply plan will be as under:-

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.)

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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 RELEVENT DOCUMENTS IN PHYSICAL FORM To, The Managing Director,

M.S.S.C. Limited, Mahabeej Bhavan, AKOLA - 444 104.

Sub: e-Tender for Supply of Item No.: - ------Name of Item: ------Ref:-e-Tender No. MSSC/MKTG/ADVT/2023/03 Date: 26/09/2023

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 Bank	of	PRN /D.D. No.	Number and Date	Amount Rs.	in
1	EMD / Limited 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 7 days from the date of offer given and OR I/We do not deposit the Security Amount mentioned in the Agreement within 10 days from the date of execution of Agreement vi) Following documents are enclosed. a. EMD as detailed above along with necessary certificate from competent authority for SSI'S/Co-op. Units and Govt. Companies. b. Technical details as demanded in the format given in (Section-I 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 -

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SECTION - II (PART - B) TO BE SUBMITTED ALONG WITH TECHNICAL BID AND SCANNED COPY BE UPLOADED WHILE ONLINE SUBMISSION ALONG WITH RELEVENT 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 Addre	ess (if any) 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	
1	Printing	Whether Own or Hired :
1	Details	(If Hired attach Tie-up letter)
1		Whether Own or Hired :
l	Binding	
l		(If Hired attach Tie-up letter)
	Detail	
	For Diary Binding whether automatic Kolbus or Muller Martini Binding machine is available or Not	Yes / No If yes please give details and attach proof of machine available with photograph
	Artwork Preparation	Whether Own or Hired :

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

(Rs. in Lacs) Net Profit

Year	Annual Turnover	Net Profit
2020-21		
2021-22		
2022-23		

10	Principal Banker & Their Address	

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/2023/03 Date: 26/09/2023 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