

MAHARASHTRA STATE SEEDS CORPORATION LIMITED

REGD.OFFICE:- MAHABEEJ BHAVAN KRISHI NAGAR: AKOLA 444104

E-TENDER FORM FOR SUPPLY OF PRINTED STATIONERY
Financial Year: 2023-2024

PART – A

GENERAL TERMS AND CONDITIONS:-

INVITATION OF OFFER:

1.1 Sealed e-tender (In Two Bid System) are invited from Stockiest/Manufacturers/Authorised dealers for supply of **PRINTED STATIONERY**.

ELEGIBILITY CRITERA : Stockist/Manufacturers as well as Authorised dealers are eligible to participate in this e-Tender

1.2 **Submission of Tender** e-Tender complete in all respects should be submitted in Two Bid System online at the e-Tender portal of Govt. of Maharashtra at www.mahatenders.gov.in. and also the Technical Bid in physical form in sealed Envelope super-scribing “e-TENDER FOR ITEM NO. 01 SUPPLY OF PRINTED STATIONERY” on or before 02.08.2023 (Wednesday) upto 4.00 PM in the Office of GENERAL MANAGER (FINANCE) MSSC LIMITED; MAHABEEJ BHAVAN, KRISHI NAGAR, AKOLA. If possible the e-tenders would be opened on 03.08.2023 (Thursday) at 11.00 AM. (Technical Bid) in presence of e-tenderers/e-tenderer’s representative at the time of opening.

1.3 Technical Bid sent by post should be sent by Registered post with acknowledgement due however online submission is must in this case also. Sealed Technical Bid submitted by hand delivery should be delivered to Finance Section, MSSC Ltd., Akola by obtaining acknowledgement. Cable/Fax tender would not be accepted.

TWO BID SYSTEM:

2.1 During online submission of e-Tender, the copies of all e-tender documents as detailed below along with the scanned copy/copies of **PRN No.** for an amount equal to e-tender fee and EMD must be uploaded and also be accompanied while submission 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.

2.2 **Technical Bid for online submission and Envelope (Sealed) For Physical Submission:** This envelope should mark as “**TECHNICAL BID FOR PRINTED STATIONERY**”. The following documents should be uploaded in the Technical Bid and enclosed during the physical submission:-

1. The scanned copies 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 e-Tender form (Technical Bid) , digitally signed for online submission and duly signed for physical submission.**
3. The Scanned copies of GST registration certificate, and PAN Nos.

4. The above documents must be uploaded online and enclosed during physical submission else the Tender is liable for rejection.
5. Documentary proof of Distributorship / Dealership (Valid up to March-2020) and it should be revalidated for further period till the supply agreement is in force.
6. Valid licence copy for ISI Registration (If applicable).
7. The above document must be uploaded online & enclosed during physical submission else the tender will liable for rejection

2.3 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. (The description of all stationery items is mentioned in **Annexure-A** kindly follow the specification.)

2.4 e-Tenderers must affix seal and put address on each envelope

2.5 SPECIAL CONDITIONS FOR MANUFACTURERS in addition to above:-

The manufacturer should provide following information on their letter head duly signed under heading “Technical Details” failing which their tender will not be consider as technically responsive and rates quoted will not be considered for evaluation.

- i) Complete Name of the manufacturing unit/company.
- ii) Place of working where items are manufactured.
- iii) Whether Private/Co-operative.
- iv) Bankers
- v) Details of the Machinery available for manufacturing the item quoted along with per day capacity.
- vi) Details of the past experience for the manufacturing and supply of item quoted with list of clients and the value of material supplied (last two years)
- vii) Details of tender participation and orders received, if any in other organisations (In the current year) for the item quoted.

IMPORTANT :

2.6 If relevant papers/documents are not found in respective envelopes or even if price bid is found in Technical Bid, then also the e-tender will be considered as non eligible.

e-TENDER OPENING (TECHNICAL BID) :

3.1 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.

REJECTION OF TENDER:

- 4.1** Any party not fulfilling the conditions of Technical Bid shall be out rightly rejected.
- 4.2** Offers with alternatives to the specification given in the e-Tender will be out rightly rejected.
- 4.3** Conditional e-Tender shall not be considered. Printed terms and conditions of the e-Tenderer shall not be considered as forming part of their e-Tenders. In case any terms and conditions of the contract applicable to this invitation to e-Tender are not acceptable to e-Tenderers, they should clearly specify deviation in their e-Tender. **The MSSCL reserve the right to accept or reject them. The MSSCL shall not bound to give reasons for the refusal to consider the e-Tender with deviations.**
- 4.4** The Tender analysis will be done technically and commercially eligible parties as decided by the competent Authority of MSSCL will only be considered eligible.

- 4.5** Price Bid of eligible party will only be opened.
- 4.6** 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:

- 5.1** The Technical committee of MSSCL Officials (if feel necessary) will visit the place of working of the e-Tender parties for verification of Infrastructure claimed by the parties in the e-Tender. The e-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 e-Tender parties and will carry no legal claim of liability if any on MSSCL.
- 5.2** The MSSCL Technical team may visit (if necessary) immediately after e-Tender opening to e-Tenderer's site and hence could not confirm to any e-Tender party for the same in advance.

OPENING OF PRICE BID:

- 6.1** The Price Bid of all eligible parties will be opened online on the same date of technical bid.

RATE OFFER:

- 7.1** The rates should be offered for the items specified in Annexure-A. (along with special terms and conditions) and rates shall in all cases be quoted considering point a & b as under;
- a) F.O.R. Seed Processing Plant MSSC Ltd; Shioni Godown (Akola) 2nd Floor.
 - b) Rates should be inclusive of all taxes, GST, packing and forwarding charges 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:

- 7.2** The Price-Bid-Rate Schedule should be upload in the MSSCL prescribed format only and it must be digitally signed by the tenderer, else the tender is liable for rejection.

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

- 8.1** The e-Tenderer shall keep the offer open for acceptance for a period of at least **90 Days** from the date of opening of e-Tender (Technical Bid). If the day upto which the offer is to remain open has been or is declared to be closed holiday for the office of the MSSCL, the offer shall remain open for the acceptance till the next working day or as decided by the Competent Authority of MSSCL.

PRICE NEGOTIATION:

- 9.1** Price negotiation may not be conducted and the tender shall be finalized on tender lowest rates. However the rights for accepting the tender lowest rates are reserved by MSSCL and if the tender lowest rates are not acceptable the price negotiations may be conducted by competent authority.

SPLITTING OF TENDER:

- 10.1** The MSSCL Management reserve the right to split the order amongst more than one party at the e-Tender lowest rates without assigning any reason thereof. The party who offered lowest rate (L-1) will be given preference and competent authority will decided the number of parties amongst whom the order should be split.

RETENDER:

- 11.1** The Item shall be retendered under the situation that during evaluation of e-Tender (Technical-Bid) the number of eligible parties found are less than two. However if competent Authority thinks that the item required urgently, one eligible e-Tender can be considered.
- 11.2** The item shall also be retendered when the lowest rate received in the e-Tender is not acceptable to MSSCL.
- 11.3** Extension of e-Tender shall be considered, keeping in view the number of e-Tender received up to due date.

CLARIFICATION REQUIRED BY e-TENDERER:

- 12.1** Any clarification required in connection with the e-Tender of contract may be obtained from General Manager (Finance), MSSCL, before submission of their offer.

EARNEST MONEY DEPOSIT:

- 13.1** Earnest Money Deposit is **Rs. 10,000/-** and should be paid online during uploading the e-Tender on the e-Tender portal of Govt. of Maharashtra www.mahatenders.gov.in. The scanned copy 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.
- 13.2** No interest will be allowed on the Earnest Money from the date of its receipt until it is so refunded.
- 13.3** The EMD amount shall be converted into a part of Security Deposit if the party desires.

FORFEITURE OF EMD:

- 14.1** In the event of a e-Tenderer, whose e-Tender is received within the closing date and time of the e-Tender as specified, withdrawing his e-Tender before the receipt of the final decision or in the event of e-Tender whose e-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 e-Tender shall be forfeited without any intimation and in the later case the e-Tender also shall be cancelled and order will be placed with other party/parties either from e-Tender or from open market and any excess expenditure incurred by MSSCL, shall be recovered from the defaulting party.
- 14.2** When the party has declared in Technical Bid that his offer is as per the e-Tender specifications but differ in specification given in Price-Bid, his offer shall stand invalid and the EMD will be forfeited.
- 14.3** When the party has declared in “Technical Details” that he has the infrastructure available for Manufacturing/Authorized dealership/Stockiest etc. 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.

14.4 SECURITY DEPOSIT:

The Successful tenderer should have to deposit 10% amount of the total value of the order as Security Deposit within 10 days from the date of order, otherwise the order shall stand cancelled and EMD shall be forfeited.

TERMS/MODE OF PAYMENTS :

15.1 90% payment would be made by RTGS from Head Office within 30 days on receipt of entire quantity and **certified** bills. The balance 10% Retention Money would be paid after verification of the correctness of quality and quantity of supplies as per order.

PENALTY FOR DELAY IN DELIVERY AND QUALITY OF ITEMS:

16.1 Delay in effecting, deliveries as per schedule mentioned in order will attract penalty at the rate of 0.05% of the value of undelivered quantity per day calculated at the supply rate mentioned in the order, subject to the maximum of 10% of the value of undelivered quantity.

16.2 If the Stationery Item found in correct standard as mention in Annexure-A, penalty will be charge at the purchase rates and deduction will be made from 90% payment itself proportionate deduction will be made for the less quality material.

16.3 FAILUER IN SUPPLY :

In case the successful tenderer dose not supply any quantity up and within 10 days from the last date of delivery period, the Corporation shall be at liberty to purchase entire balance quantity from other suppliers either from tenderer of from open market and the additional rate paid and expenses incurred for effecting such purchase from other parties will be recovered from the successful tenderer including penalty for delayed supply along with forfeiture of EMD/SD/Retention money.

17.1 DELIVERY OF STOCK BEYOND THE GRACE PERIOD :

The Managing Director, MSSC Ltd, Akola reserves the right to extend the supply period with or without penalty depending on the merits of the case. The Management shall have full right to refuse the delivery of stocks delivered beyond the grace period.

18.1 SUBMISSION OF BILL :

The successful tenderer should submit bill in the name of Maharashtra State Seeds Corporation Limited, Akola in triplicate. The GST Registration No., HSN code of items & separate amount of GST should be invariably incorporated in the bill.

19.1 CONDITIONAL OFFER :

Conditional offer will not be accepted. Printed terms and conditions on letter head of the Tenderer will not be binding for the Company.

19.2 SETTLEMENT OF DISPUTE :

If any dispute arises and if for any reason the matter has be referred to the Court of Law, Akola Court alone shall have the jurisdiction in the matter, irrespective of place of suppliers business.

20.1 RIGHT FOR ACCEPTANCE OR REJECTION OF TENDER:

The Management of MSSCL Akola reserves the right to accept or reject any are all the e-Tenders/Cancel the e-Tenders and split the order for any quantity to more than one party at the e-Tender lowest rates without assigning any reason thereof.

Sd/-
General Manager, (Finance)

contract no:0724-2455093-2558480