



**MAHARASHTRA STATE SEEDS CORPORATION LIMITED**  
**HEAD OFFICE : "MAHABEEJ BHAVAN", KRISHINAGAR, AKOLA - 444 104**

**Tender No.: MSSC/ PMW/2021-2022/05**

**Item No.: 01**

**Supply of Chemicals for Bio-fertilizer & Trichoderma Laboratory**

**(E-Tender to be submitted online)**

**Last Date of Online submission : 07/02/2022 (Monday )**  
**Upto 15.00 hrs.**  
**Opening of e-Tender Technical Bid (if Possible) : 08/02/2022 (Tuesday )**  
**at 15.00 hrs.**

**e-Tender to be uploaded at <https://mahatenders.gov.in>**

**Processing Material Wing,**  
**MAHARASHTRA STATE SEEDS CORPORATION LIMITED**  
**Head Office : "Mahabeej Bhavan", Krishinagar, Akola - 444 104**  
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**Visit us at : <https://www.mahabeej.com>.**

**MAHARASHTRA STATE SEEDS CORPORATION LIMITED****HEAD OFFICE : "MAHABEEJ BHAVAN", KRISHINAGAR, AKOLA - 444 104**

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	<b>MAHARASHTRA STATE SEEDS CORPORATION LIMITED,</b> (Processing Material Wing) Regd. Office : "Mahabeej Bhawan", Krishi Nagar, Akola 444 104 (Maharashtra) Phone Off.: 2258480, 2455093, Fax : 0724-2455187, 2455287. CIN No.U01200MH19765SGC018990 E-Mail : <a href="mailto:hopmw@mahabeej.com">hopmw@mahabeej.com</a> . Visit us at : <a href="http://www.mahabeej.com">http://www.mahabeej.com</a> .
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Ref. No.: MSSC/PMW/2021-2022/05

**e-TENDER - NOTICE**

The Online e-Tenders (in Two Bid System) are invited for the supply of following Items required for Bio-fertilizer & Trichoderma Laboratory for the year – 2022-23.

Item No.	Name of the Item	Approx Quantity	Normal EMD Amount in Rs.	Limited EMD for SSI's etc. in Rs.	Cost of Tender paper in Rs.
1.	Chemicals for Biofertilizers & Trichoderma Laboratory	As in Tender Form	65000/-	32500/-	1180/-
2.	HDPE Bottles – (3 sizes)	2,40,080.	66000/-	33000/-	1180/-
3.	Corrugated Boxes (3 sizes) & Stickers (3 sizes),	26,100 Nos. 2,55,080 Nos.	26000/-	13000/-	590/-
4	Printed Polyester Poly Pouches (Cylinders not available ) With D-Punch, 20 x35 cm (1 Kg) & BOPP Tape	1,50,000 Nos. & 950 Nos	21000/-	11000/-	590/-

**NOTE:**

1. There is separate tender paper for each item as stated above from Item No.01 to 04
  - a) **Eligibility Criteria** :- For Item No. 01 (Chemicals) - Manufacturers or Authorized Distributors or Dealers of the specified make or company, Item No. 02 (HDPE Bottles) – The HDPE Bottle Manufacturers only & Item No.03 (Corrugated Boxes & Stickers) The Box / Sticker Manufacturers with Own infrastructure of Offset printing facility. For Items No. 04 (Printed Polyester Poly Pouches) - Pouch Manufacturers with Own infrastructure of ROTO Printing facilities only
2. Quantity can be decreased/increased depending upon requirement and approved rates will be valid for **One year** from date of execution of agreement or the supplies of entire quantity mentioned in the agreement whichever is earlier.
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 [https:// mahatenders.gov.in](https://mahatenders.gov.in). Help desk No. 7588609424
4. 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 <https:// mahatenders.gov.in>. The filled e-tender be uploaded with the scanned copy of PRN number slip against online payment of EMD and e-tender fee. The e-tender fee shall be nonrefundable
5. 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.
6. The last date of online submission of e-Tender is **07.02.2022 (Monday) up to 15.00 Hrs.** Technical Bid of all the e-Tenders received in time will be opened on **08.02.2022 (Tuesday) at 15.00 Hrs.** (if possible), in the presence of interested tenders parties.
7. The Price bids of the eligible parties may be opened on the same day at **16.30 Hrs**, if possible.
8. The Management of MSSCL Akola, reserves the right to accept or reject any or 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.

Place : Akola

FOR M.S.S.C. LIMITED

Date ::27.01.2022

GENERAL MANAGER (PROC &amp; PMW)

## SECTION - I (PART-A)

### INSTRUCTIONS TO e-TENDERERS AND TERMS AND CONDITIONS OF e-TENDER:

#### INVITATION OF OFFER:

- 1.1 The Online e-tenders (in Two Bid System) are invited **For Supply of Chemicals for Bio-fertilizers & Trichoderma Laboratory.**

#### ELIGIBILITY CRITERIA :

- 1.2 Manufacturers or Authorized Distributors or Dealers of the specified make or company
- 1.3 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](http://www.mahatenders.gov.in) on or before - **07.02.2022 ( Monday) up to 15.00 hrs.** If possible the tenders (Technical Bid) would be opened on **08.02.2022 (Tuesday) at 15.00 hrs.**

#### **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, 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. Technical Bid and Price-Bid are to be submitted online.
- 2.2 Technical Bid for online submission:** The following documents should be uploaded in the Technical Bid :-
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.
  2. Valid Exemption Certificate for SSI, Co-operative Units and Govt. Parties, as detailed in Section-I (Part-A) Sr. No. 13.2 and 13.3 for parties claiming for limited EMD.
  3. **Acceptance of Terms and conditions of the e-Tender form (Technical Bid) Section-II (Part-A) (Page No. 16 to 19 )**, digitally signed for online submission.
  4. Registration Certificate of manufacturing firm or valid documentary proof for Authorized - Distributorship / Dealership / Importer certificate from appropriate authority must be enclosed.
  5. The scanned copies of GST and PAN Nos.
  6. Sample of Item quoted as specified in Annexure-1, in separate Envelope with Specification, e-Tenderer's Seal and Signature to be submitted separately
  7. Other documents in support of claims as mentioned in the Section-II by the tenderer. Else the tender is liable for rejection.

The above documents must be uploaded online else the Tender is liable for rejection.

#### **2.3 PRICIE BID FOR ONLINE SUBMISSION ONLY:**

The Price-Bid also has to be submitted online only. This bid must be digitally signed along with all the details filled in else the tender is liable for rejection.

#### **IMPORTANT :**

- 2.4 If relevant papers / documents are not found uploaded, 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. The 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 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 reserves the right to accept or reject them. The MSSCL shall not be bound to give reasons for the refusal to consider the e-Tender with deviations.
- 4.4 The e-Tender analysis will be done and 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/ equipment 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 or liability, if any, on MSSCL.
- 5.2 The team may visit (if necessary) immediately after e-Tender opening to e-Tenderer's site and hence could not inform 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 a suitable date. It will be informed to the e- tenderers or will be displayed on our website. The rates of items in which the party is considered technically eligible will only be considered while evaluating the Price –Bids.

**RATE OFFER:**

- 7.1 The rates should be offered for the Item specified in Annexure-1 (along with special terms and conditions) and rates offered should consider details as under:-
  - a) **FOR the Delivery destination:**– Biofertilizer Laboratory, Centre of Excellence, National Highway No.6 Murtizapur Road, Pailpada, Taluka & Dist:-Akola, PIN No -444102 & Trichoderma Laboratory, National Highway No. 6 By Pass Talav Road, Khamgaon Taluka:-Khamgaon Dist:- Buldhana, PIN No:-444303 , as delivery destination mentioned in the order placed from time to time.

- b) **Inclusive of all Taxes (Including GST etc.), Packing and forwarding charges, Insurance charges etc.**
- c) All the clearances at Custom and other Govt. departments, if any, till delivery of equipment at the delivery destination will have to be completed by supplier only and MSSCL will not be responsible for any requirement as well as delay for this. Similarly, the supplier will be responsible for clearance of LC and the charges of LC are also to be borne by the supplier.
- d) 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 (BOQ) should be uploaded in the MSSCL prescribed format only and it must be digitally signed by the e-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 up to 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 acceptance till the next working day or as decided by the Competent Authority.

**PRICE NEGOTIATION :**

- 9.1 Price negotiations 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.
- 9.2 For the purchase procedure, the Maharashtra State Government rule of Industries, Energy & Labour department dated 01.12.2016 will be followed & further all subsequent GRs all the rules, acts, regulation, guidelines applicable as on the date of publishing of the tender will be applicable/followed..

**SPLITTING OF TENDER:**

- 10.1 The MSSCL Management reserves 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 (L1) will be given preference and competent authority will decide the number of parties amongst whom the order should be split.

**RETENDER:**

- 11.1 The Item/Equipment shall be retendered under the situation that during evaluation of e-Tender (Technical Bid) the No. of eligible e-Tender 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/Equipment may be retendered when the lowest rates received in the e-Tender is not acceptable to MSSCL.
- 11.3 Extension of e-Tender shall be considered, keeping in view the No. of e-Tenders received up to due date.

**CLARIFICATION REQUIRED BY e-TENDERER:**

- 12.1 Any clarifications required in connection with the e-tender or contract may be obtained from Processing Material Wing, MSSCL before submission of their offer.

**EARNEST MONEY:**

- 13.1 Earnest money deposit is **Rs.65,000/-** and should be paid online during uploading the e-tenders on the e-tendering portal of Govt. of Maharashtra <https://mahatenders.gov.in>. The scanned copies of **PRN number** received from Bank against the online payment of **EMD** must be uploaded during online submission.
- 13.2 The Parties claiming for the valid SSI's, Co-Operative Units and Govt. parties are allowed to deposit Limited EMD of **Rs.32,500/-** and should be paid online during uploading the e-tenders on the e-tendering portal of Govt. of Maharashtra <https://mahatenders.gov.in>. The scanned copies of **PRN number** received from Bank against the online payment of **EMD** must be uploaded during online submission. In this case while uploading e-tender, the option "EMD Exemption" should be opted.
- 13.3 For getting above concession the Small Scale Industry/Co-Operative Units should produce copy of document of registration with District Industry Centre, National/State Small Scale Industries Development Corporation/Co-Operation Dept. and the same should be for the item they are quoting and should valid/renewed for the current year. Otherwise the claim for SSI Unit will not be considered.
- 13.4 No interest will be allowed on the Earnest money from the date of its receipt until it is so refunded.
- 13.5 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-Tenderer 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-Tenderer 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 specifications 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 Distributorship / Authorized dealership / Authorized Importer etc. and when the same is not confirmed during technical evaluation or the visit by committee of MSSCL Officials for technical verification of manufacturing facilities/ infrastructure the EMD of such parties will be forfeited.
- 14.4 When the party's offer is as per e-Tender specification and hence accepted for placing trial order (If e-Tenderer is successful party) before entering into an agreement for further order (based on the performance of trial order) however if found that the trial order supply is not as per e-Tender specification, the EMD of such parties will be forfeited.

**AWARD OF e-TENDER, EXECUTION OF AGREEMENT:**

- 15.1 In case of parties participating for first time and parties are successful e-Tenderer, even then MSSCL may place order on trial basis and based on the performance of trial order supply, further decision of placing the order will be taken and it will be binding to the parties.
- 15.2 The successful parties shall be awarded the e-Tender considering their capacity and report of the technical committee. Decision for order quantity to be ordered to the successful e-Tenderer and splitting of order shall be decided by the competent authority.
- 15.3 A written offer will be issued to successful e-tenderers for executing the Agreement within **7 days** from the date of issue of letter on a non judicial Stamp Paper of value in proportion to contract value. For contract value not exceeding Rs.10 Lakhs – Rs.500/- and for contract value exceeding Rs.10 Lakhs – Rs.500+0.1%.of the contract value above Rs.10 Lakhs and the maximum duty is Rs.25 lakhs.
- 15.4 Orders will be issued to the party after agreement made on stamp paper. The order will include Quantity, Rate of supply, Delivery schedule, Delivery destination etc. along with other terms and conditions.
- 15.5 The terms & conditions of contract are already mentioned in the e-Tender document and it will be responsibility of the party to purchase the non-judicial bond papers and attend the office of MSSCL for executing the agreement within specified time.

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

- 16.1 Requirement, Specification and Tentative Delivery Schedule with special terms and conditions are given in Annexure-1 in detail.
- 16.2 It should be noted that e-Tender Quantity can be decreased/ increased depending upon requirement and approved rate will be valid for **One year** from the date of execution of agreement or the supply of entire quantity mentioned in the agreement whichever is earlier. MSSCL, considering the exigencies may place the additional orders with the parties for supply of material, over and above the agreement quantity at the mutually agreed and approved rates by both parties.

**RIGHT FOR ACCEPTANCE OR REJECTION OF TENDER:**

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



**SECTION - I (PART - B)**  
**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**VALIDITY PERIOD OF THE AGREEMENT: (RATE VALIDITY)**

- 1.1 The validity period of the agreement will be for a period of **One year** from the date of signing of this agreement by the contracted party and the rates will be valid for **One year** from the date of agreement or the supply of entire quantity mentioned in the agreement whichever is earlier. 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 at the mutually agreed and approved rates by both parties.

**PLACEMENT OF ORDER IN PHASE MANNER & CANCELLATION OF ORDERS :**

- 1.2.1 Orders will be placed in phase manner with certain delivery schedule. Total order quantity will not be necessarily equal to agreement quantity. It may be lesser than agreement quantity to any extent, depending upon the requirement.
- 1.2.2 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.

**DELIVERY DESTINATION AND SUBMISSION OF BILL:**

- 2.1 The Contracted firm shall arrange to supply the materials to the Corporation under the agreed concept of FOR Destination (Mentioned in Annexure-1), within time schedule and with modifications made if any mentioned in the orders placed from time to time, during the contracted period.
- 2.2 All the bills for the supplies should be raised in the name of MSSCL (Delivery Destination) mentioned in the order placed from time to time, during the contracted period and Bills should have PAN, GST No. of Firm and MSSCL both printed on them (if applicable). **In the Tax Invoice, cost and Tax (GST) amount shall be mentioned separately.**

**VERIFICATION, JOINT SAMPLING AND TESTING :**

Here verification denotes the acceptability as per the physical norms fixed and agreed by the Management as per Annexure-1.. Joint 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 representative. Testing denotes the assessment of technical tolerance and specifications about the goods as per the requirements & standards of MSSCL.

- 3.1 On receipt of material at MSSCL destination, verification shall be done by a team authorized by the Corporation and in the presence of contracted firm's representative within Three days for Quality, Size, Quantity and Printing quality and joint representative sampling will be carried out for testing of other parameters in Laboratory. The particular day's arrival/ Truck load will be considered as one batch /lot.

- 3.2 If the party fails to attend the joint verification & sampling within three days of receipt of goods, Corporation shall conduct verification and draw the samples thereafter by a team authorized by Corporation and observations determined by such team shall be binding on the contracted firm in Toto and no Grudge/representation for non acceptance will be entertained & such representation will not be considered afterwards. During this verification entire quantity can not be verified for any defects / less quantity, hence payment will be deducted / rejection will be made for the defects observed and reported by MSSCL units while utilizing the material at respective MSSCL units.
- 3.3 The sample of material may be tested in any laboratory for its quality.
- 3.4 The party trying to supply substandard material will be black listed and the EMD/SD/Retention Money shall be forfeited.
- 3.5 If it has been observed that the material supplied fails to meet the specified quality during the course of joint verification or on the basis of reports issued by the authorized Inspection House, the responsibility to take back such goods will lay on the firm within stipulated period of 15 days from the date of intimation. Failure to lift material godown charges will have to be borne by the firm as per the norms fixed by the MSWC from time to time. Once the material rejected by the MSSC and intimation is dispatched to the party, MSSC will not be liable to protect such goods material and will be solely at the risk of the firm.

In case rejected material not lifted even after intimation from MSSCL in that event, no litigations / grievance / compensation shall be entertained by MSSCL Due to non-lifting of rejected material, any losses, deterioration of quality, quantity shall be at the risk of the party

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

- 4.1 The supplies must confirm to the specification given by the Corporation failing which material will not be accepted by the Corporation. 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.
- 4.2 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 MSSC 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.
- 4.3 In case party failed to respond the show cause notices MSSC will have liberty to dispose off the material as per the procedure and amount received out of this will be returned to party after deducting the advances, expenditure on cancellation, storage charges, Insurance and disposal charges etc. Party will not have any claim for that.
- 4.4 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 AND SPECIAL CONCESSION TO SSI, CO-OPERATIVE UNITS AND GOVT. COMPANIES FOR DEPOSITING LIMITED SECURITY DEPOSIT:**

- 5.1.1 The successful e-Tenderer (other than SSI, Co-operative unit or Govt. party) will have to remit Security Deposit @ 5% of the value of agreement quantity worked out at the approved rates in the form of Demand Draft (of Nationalized/Scheduled Bank only), drawn in favour of MSSC Ltd., Akola.
- 5.1.2 The successful SSI, Co-Operative Unit or Govt. party will have to remit Security Deposit @ 3% of the value of Agreement Quantity worked out at the approved rate or Rs. 1,00,000/-. Whichever is minimum in the form of Demand Draft (of Nationalized / Scheduled Bank Only) drawn in favour of MSSC Ltd., Akola.
- 5.2 The Successful e-Tenderer will have to remit Security Deposit within 10 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 e-Tender or from open market and any excess expenditure incurred by MSSCL, shall be recovered from the defaulting party.
- 5.3 With the consent of the Contracted party, EMD or balance amount if any with the Corporation will be converted into Security Deposit.
- 5.4 The Security money would be retained up to the validity period of the Agreement and will be refunded thereafter without any interest on the Security Deposit after completion of procedure.

**SPECIAL SECURITY DEPOSIT FROM NEW ENTERED PARTIES:**

- 5.5.1 If the successful e-Tender party (other than SSI, Co-operative unit or Govt. party) is supplying the item first time to MSSC, then that party will have to provide the special security Deposit @ 5% of the value of agreement quantity calculated at approved rate in addition to the normal Security Deposit as stated in condition No. 5.1.1 above in the form of DD (Nationalized/Scheduled Bank only) in favour of MSSC Ltd., Akola.
- 5.5.2 For SSI, Co-Operative Unit or Govt. parties, this special Security Deposit will be @ 3% of the value of agreement quantity calculated at the approved rates or Rs. 1,00,000/- whichever is minimum in addition to the normal Security Deposit as stated in condition No. 5.1.2 above in the form of DD (Nationalized/Scheduled Bank only) in favour of MSSC Ltd., Akola.
- 5.6 The Successful e-Tenderer will have to remit Special Security Deposit within 10 days from the date of Agreement, failure of which EMD shall be forfeited and contract shall be treated as 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.
- 5.7 The Special Security Deposit would also be retained up to the validity period of the Agreement and will be refunded thereafter without any interest on the Security Deposit after completion of procedure.

**PAYMENT:**

- 6.1 In case quality problems are not observed apparently, 90% payment would be made after completion of procedure i.e. verification of material as mentioned in clause 3.1.
- 6.2 Immediate deduction for the defective supplies, delayed supplies and shortages if any will be made from the 90% payment proposed after receipt of goods and on confirmation of Quality to the relevant specification.
- 6.3 The balance 10% payment would be made after confirmation of quality / testing of joint sample drawn against specific supply and after making necessary deductions if any towards liquidated damages, Outstanding, Inferior quality on pro-rata basis or as decided by the Corporation.
- 6.4 Interest will not be given on the retention money (10% payment) nor the party shall claim the same from his end.

**MODE OF PAYMENT:**

- 7.1 Payment will be made by **RTGS / NEFT** Payment will be released from Head Office of MSSC Ltd. only and not from the material receiving destination.

**FAILURE IN SUPPLY AND FORFEITURE OF SECURITY DEPOSIT:**

- 8.1 The contracted firm should supply the material as per delivery schedule given in the orders placed from time to time during contracted period. It has been agreed by the parties to the Agreement that the adherence to time schedule is the one of the prime conditions of the contract and in no case the party at no. 2 will take any excuse of alivement of contracted period for execution of the order arise out of this agreement. 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 e-Tender or from open market and contracted party will have binding to pay the differences towards the additional expenditure incurred for effecting such purchases from other parties.

**ACCEPTANCE OF DELAYED SUPPLIES:**

- 9.1 MSSCL reserves the right for acceptance of the delayed supplies by imposing penalty and the Grace period for acceptance of delayed supplies with penalty will be at the discretion of the Management.

**IMPORTANT:**

For granting grace period for acceptance of delayed supplies with penalty, parties should request in writing for the same minimum 7 days earlier from the last date of delivery period, failure of which their claim of delayed supplies with penalty may not be accepted.

- 9.2 The Corporation may at the discretion of Competent Authority consider for providing 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 period of agreement and allied orders of the Competent Authority.

**RATE OF PENALTY FOR DELAY IN DELIVERY DURING GRACE PERIOD :**

- 10.1 Delay in effecting deliveries as per schedule mentioned in the order will attract penalty at the rate of 0.1% of the value of undelivered material per day calculated at the supply rate mentioned in the Contract, subject to maximum 25% of the value of undelivered equipment quantity.

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

- 11.1 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 raise / claim by the contracted firm will be entertained other than reflected in the prescribed tender form issued and entertained under this agreement.
- 11.2 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 MSSCL will be treated as a modified version of the terms / conditions and ultimately will be the part of this agreement. No contracted firm will be liable for any claim whatsoever in the matter.
- 11.3 Where the contracted firm has been allotted more than one 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 equipment for which effective delivery have been taken place.

**ARBITRATION:**

- 12.1 The party shall expressly waive the provision of Section 12 clause 5 and shall agree to refer any 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.
- 12.2 The venue of Arbitration shall Akola or any other suitable place decided by the Corporation.

**JURISDICTION FOR LEGAL MATTERS:**

- 13.1 If the disputes not settled by the Arbitration, both parties shall have the jurisdiction at Civil Court, Akola only.

Note: - In case of difficulty please contact following persons: -

(Prashant. G. Pagrut)  
GENERAL MANAGER (Proc & PMW)

## ANNEXURE-1

**REQUIREMENT, SPECIFICATIONS AND DELIVERY SCHEDULE ALONG WITH  
SPECIAL TERMS AND CONDITIONS OF CONTRACT IF ANY.**

**TECHNICAL SPECIFICATION AND QUANTITY:**

SN	Name of Item / Chemical & Specifications (Commercial Grade only)	Quantity	Remarks
<b>1.00 Chemicals for Biofertilizers</b>			
1.01	Magnesium Sulphate	23.60 kg	
1.02	Sodium Chloride	45.60 kg	
1.03	Glucose	87.00 kg	
1.04	Dextrose	515.00 kg	
1.05	Ferric Chloride	2.00 kg	
1.06	Calcium Carbonate	57.00 kg	
1.07	Mannitol	660.00 kg	
1.08	Yeast	28.00 Kg	
1.09	Peptone	14.50Kg	
1.10	Tri Calcium Phosphate	260.00kg	
1.11	Ammonium Sulphate NH <sub>2</sub> SO <sub>4</sub>	27.00kg	
1.12	Potassium Chloride	7.50kg	
1.13	Manganese Suphate	2.10Kg	
1.14	Di Potassium hy. Phosphate K <sub>2</sub> HPO <sub>4</sub>	26.60kg	
1.15	Potassium Sulphate K <sub>2</sub> SO <sub>4</sub>	1.00kg	
1.16	Ammonium chloride	1.00 kg	
1.17	Trehalose	29.25kg	
1.18	Glycerol	734 Ltr	
1.19	Polyvinyl pyrrolidone PVP	637.50 kg	
1.20	Arabinose	48.25 kg	
1.21	Fe EDTA	17.60 kg	
1.22	Sprit	20.00 ltr	
1.23	Sodium Hydroxide (NaOH)	100.00 kg	
1.24	Sodium Hypochlorite	30 ltr	
1.25	Rhizobium media	2.00 kg	
1.26	Pikovskayas Agar Media	2.00kg	
1.27	Aleksandrow Agar Media	1.00 kg	
1.28	Abshys Mannitol Agar Media	1.00 kg	
<b>2.00 Chemicals for Trichoderma Laboratory</b>			
2.01	Braveries Yeast liquid	50.00 ltr	
2.02	Agar Agar	5.00 kg	
2.03	Streptomycin Sulphate	2.00kg	
2.04	Talc Powder	1,50,000 kg	
2.05	Carboxy Methyl Cellulose (CMC) Industrial grade	2000.00 kg	
2.06	Labolene	10 .00Ltr	
2.07	Dextrose	10.00 kg	
2.08	Formalin	5.00Ltr	
2.09	PDA media	1.00 kg	
2.10	Molasses	1000.00 kg	

- Talc Power for Trichoderma Biofungicide filler preparation specification is as under (Industrial grade) :- Fineness :- 300 mesh, pH Range :- 6.5 to 8, Moisture not more than 3 % , Water holding capacity-1.5 to 2% as per requirement.
- MSSC may accept 5% extra quantity as tolerance limit for manufacturing Item on large scale, however, short supply will not be accepted. MSSC may need 5% excess quantity in case of exigency during the contracted period and supplier has to provide this extra quantity as approved rate.
- MSSC would purchase the items in phase manner.
- Individual slab will be allotted to respective L-1 party (Lowest rates giving party). Another party cannot claim for award of contract for other slabs also in which it is not L-1.

I. **PACKING AND MARKING:**

The above material should be packed in appropriate packing Bottles/ bags / proper material (with moisture proof liner of polythene bag inside). The container should be printed clearly mentioning Batch No., Date of Manufacture, Date of Expiry, ISI Mark (if applicable), Manufacturing Company's name, etc. No consignment will be accepted if above specifications are not printed properly. Container used should be brand new and should be properly sealed and made moisture proof.

II. **DELEVERY SCHEDULE, DELEVERY DESTINATION ETC:**

a. **Delivery Schedule:**

Delivery of the above material will have to be completed within a period of 15 days from the due date placement of order or as mentioned in the order placed from time to time during contract period even during Covid-19 situations if any. However delivery schedule can be proponed depending upon the requirement of material and it will be binding on the suppliers. Party should strictly follow the schedule given in the order. In case of deficit in supply with respect to given period, the deficit quantity will be procured from L-2 party or from the market and the additional cost on account of this quantity will be recovered from concerned firm/organization

b. **Delivery destination:**

- Delivery of the Biofertilizers Lab. Material (Sr. No.1.01 to 1.28) should be made to Plant Manager, Biofertilizers Laboratory, Murtizapur Road, MSSCL, **Pailpada Farm, Akola** or as delivery destination mentioned in the order placed from time to time.
- Delivery of the Trichoderma Lab. material (Sr. No.2.01 to 2.10) should be made to **Plant Manager, Seed Processing Plant, MSSCL, Bypass Road, Talao Road, Khamgaon Dist Buldhana** or as delivery destination mentioned in the order placed from time to time.

III. **SPECIAL TERMS AND CONDITIONS:**

1. Material supplied should have been manufactured not earlier than Two month from the date of delivery.
2. The test report (batch wise) if any, from any reputed institute should be provided along with supply. However the testing report of joint sample will only be considered for penalty calculation and or rejection of material etc.

IV. **TOLERANCE LIMIT AND PENALTY FOR PHYSICAL PARAMETERS:**

- a) In Container Quality - No Tolerance Limit

Considering above tolerance limits, any deduction will be made from 90% payment itself and it will be binding on Supplier.

**SECTION - II (PART - A)**  
**TENDER FORM (TECHNICAL BID)**

To,  
The Managing Director,  
M.S.S.C. Limited,  
“MAHABEEJ BHAVAN”, KRISHI NAGAR ,  
AKOLA - 444 104.

**Sub: e-Tender for Item No.01, Supply of Chemicals for Biofertilizers & Trichoderma  
Laboratory ....**  
**(e-Tender No. MSSC/PMW/2021-2022/05)**

Sir,

- I) I/We have read all the various terms and conditions of the above tender and hereby agree to abide by the said conditions.
- II) I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable to forfeiture of my/our Earnest Money.
- III) I/we hereby declare that the rates offered are for the material of specifications mentioned in the Tender (Annexure-1) only.
- IV) The prescribed Earnest Money of \_\_\_\_\_/- (in words Rs. \_\_\_\_\_  
\_\_\_\_\_/-) is deposited online and its PRN Number is  
\_\_\_\_\_ dated \_\_\_\_\_ (Name of the Bank \_\_\_\_\_).
- V) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if:-
- a. My/ Our offer is found differing in any respect (Terms & Conditions, Specifications) in Price bid. In that case the offer shall stand rejected without any legal claim or liability on MSSCL.
- OR**
- b. I/We do not execute an agreement within 7 days from the date of giving the offer and
- OR**
- c. I/We do not deposit the Security Amount mentioned in the Agreement within 10 days from the date of execution of Agreement.
- OR**
- d. I/we am/are considered for placing trial order being successful tenderer before entering into an agreement and if the trial order supply is not as per tender specification .
- OR**
- e. I/We do not have the infrastructure available for manufacturing the item quoted / Authorized Dealership / Stockiest etc. as declared & specified in the “Technical Details”.
- VI) Technical details are as given in the following format.



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

1. Whether participating in this tender as **MANUFACTURER** or as **AUTHORIZED DISTRIBUTOR** or as **DEALER**.

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2. Complete name of the unit.

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3. Place of working.

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4. Whether Sole firm/Partnership firm/Co-operative/Attached with Govt. Company/Govt. Company/SSI unit

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(Attach the necessary valid document in support of claim as well as **Registration of Establishment under Shop and Establishment Act(whenever applicable)**).

5. a. GST Registration Nos (Attach Copy) \_\_\_\_\_

b. PAN No. of Firm / Proprietor. (Attach Copy) \_\_\_\_\_

6. Business details : (Copy of Certificate from C.A. has to be attached)

S.N.	Name of Organization	Financial Year		
		2018-19	2019-20	2020-21
1	Turnover of firm in Chemicals Rs.			
2	Total Sales of the Firm in Rs.			
3	Sales of Chemicals of Firm in Rs.			
4	Profit or Loss in Rs.			

7. In case of **MANUFACTURER\***

Infrastructure available for manufacturing the Item Quoted along with per day capacity. (Attached separate sheet if space is inadequate)

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- a) The latest copy of Manufacturing License, ISI Registration with BIS (Bureau of Indian Standard) (if applicable) should be attached which should be valid for current year should be valid/renewed for such period till the Agreement is in force.

8. In case of **AUTHORIZED DISTRIBUTOR / DEALER.**

Name and address of the company of whom you are Authorized Distributor / Dealer.

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(Attach the valid documentary proof of Authorized Distributor / Dealership valid /renewed for the current year ending in December and it should be revalidated for further period till the supply agreement is in force as well as following valid documents of manufacturer of whom you are Authorized Stockiest/Dealer & is must.)

- a. The latest copy of Manufacturing License, ISI Registration with BIS (Bureau of Indian Standard) (if applicable) should be attached which should be valid for current year and should be valid/renewed for such period till the Agreement is in force.

(\* Parties claiming as **MANUFACTURER** or as **AUTHORIZED** Distributor /**DEALER** should provide details & documents accordingly as demanded under the respective head as given above in Sr. No.7.)

9. Details of the past experience for manufacturing and or supply of **Item quoted to MSSCL** and the value of material supplied (Last two years). (Attach separate sheet if space is inadequate)

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10. Details of the participation made in **other organizations** (in the current year) for the **Item quoted.** (Attach separate sheet if space is inadequate)

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12. Sample of Material offered along with technical literature is enclosed (in same / Separate Envelope) (Optional)

13. List of documents enclosed is as given below.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Thanking You.

Place: \_\_\_\_\_

Date : \_\_\_\_\_

SEAL

Signature \_\_\_\_\_

Name of Authorized

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Mobile No. : \_\_\_\_\_

e-mail : \_\_\_\_\_