

Maharashtra Tourism Development Corporation Ltd.
(A Govt. of Maharashtra Undertaking)

**REGISTERED OFFICE : EXPRESS TOWERS, 9TH FLOOR, NARIMAN POINT,
MUMBAI – 400 021.
TEL. 91-22-2204 4040, Fax : 2202 4521**

TENDER NOTICE

FOR PRINTING OF MTDC LITERATURE AND WORK

NO. MTDC/ADV PRINTING/2010

Issued To

INDEX

Sr.No.	Title	Page No.	
		From	To
1	Tender Notice	2	3
2	Eligibility Criteria	4	--
3	Financial Terms	4	--
4	General terms and conditions	5	11
5	Tendering Procedure	12	13
6	Specifications for printing work and Schedule-B	14	15
7	Envelop No.1	16	--
8	Envelope No.2	17	--
9	Time Table	18	--

(1) **TENDER NOTICE**

Maharashtra Tourism Development Corporation Ltd. (Govt. of Maharashtra Undertaking) invites Sealed Quotations from experienced and qualified printers including Co-operative Societies of unemployed having their own unit equipped with D.T.P. and four colour printing machines in Mumbai suitable for printing of MTDC literature and work as per specifications mentioned in Annexure-A.

Interested parties are requested to obtain the specifications and other Tender Documents the Manager (Publicity & Public Relations), Maharashtra Tourism Development Corporation Ltd., Express Towers, 9th floor, Nariman Point, Mumbai-400 021 from 6/7/2010 to 12/7/2010 between 11.00 hrs. to 15.00 hrs.. during working days on non refundable fees of Rs.500/- inclusive of VAT. If the same is downloaded from the website, then the amount of Rs. 500/- is required to be paid at the time of submission of the form or D.D. should be enclosed.

Tenders will be received on or before 13/7/2010 upto 04.00 p.m.

General Manager
M.T.D.C.Ltd., Mumbai.

Tender Notification:

1. MTDC reserves right to accept or reject any or all bids without assigning any reason whatsoever.
2. Tender forms are not transferable.
3. Tender received without EMD or any other required document will be rejected.
4. The prospective tenderer requiring any clarification on the tender document, he may seek the same from the Manager (P & PR), H.O. Mumbai. Tel. 2204 4040.
5. All corrections and additions should be initialled.
6. In the event of tender being submitted by a Firm, it must be signed by each Partner thereof and in the event of absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
7. The right is reserved to revise or amend the Tender Document fully or in part before the deadline for submission and deviations/amendments if any shall be communicated in the form of Corrigendum or by letter as may be considered suitable.
8. The Tenderer is expected to examine carefully all instructions, forms general rules in the tender document. Failure to comply with the requirements will be at the Tenderer's own risk. Tenders which are not responsive to the requirements of the Tender Document will be rejected.
9. Tenders which do not fulfil all or any of the conditions or incomplete in any of the conditions or incomplete in any respect are liable for rejection.
10. The acceptance of tender shall be communicated to the successful tenderer on approval of the Competent Authority.

II. Eligibility Criteria

The bidder should meet the following criteria :

1. Should be reputed Printer having at least last Five years experience with yearly turnover of atleast Rs 1.00 crore for all these years.
2. Should have sound financial condition. Printer should enclose Financial Statement/ Balance Sheet (Audited) of last 3 years.

III. Financial Terms

1. Deductions from payment will be as per prevalent laws i.e. TDS, VAT, Taxes etc.

Technical & Financial Bid

Technical Bid (Contents for Envelop No.1)

- (i) Company Profile.
- (ii) The bidder shall furnish EMD amounting to Rs.20,000/- (Rupees Twenty Thousand only) along with the sealed offer in the form of D.D. drawn in favour of M.T.D.C. Ltd.
- (iii) Statement showing the similar type of works executed with relevant details.
- (iv) Proof of the supply of similar jobs in Maharashtra.

Financial Bid : (Content for Envelop No.2)

The financial offer should be indicated in two parts :

Envelop 2 shall contain price bid in prescribed quotation form as per work requirement in Schedule `B`.

IV. General Terms and Conditions

Sealed tenders are invited for printing literature and work as specified in the Schedule-B.

1. The tenders should be addressed to the Manager (P&PR), Maharashtra Tourism Development Corporation, Express Towers, 9th floor, Nariman Point, Mumbai-400 021, in a sealed cover with the tender envelop number and name “Tender for Printing” indicating envelop.
2. The tender is to be given in two cover system as stated in the tender notice and should be in the prescribed form which can be obtained from Manager (P&PR) Maharashtra Tourism Development Corporation, Express Towers, 9th floor, Nariman Point, Mumbai-400 021, on payment of Rs.500/- being the cost of tender forms which once paid will not be refunded . Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency.
3. Interested tenderes should send their tender so as to reach the Officer mentioned above on due date and time. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance for a period of 120 days from the date of last date of receipt. Tenders with price variation clause or any other condition will be rejected.
4. (a) Every tenderer should send along with his tender, an earnest money of Rs.20,000/- (Rupees Twenty Thousand only). The amount may be paid by Demand Draft from any nationalized bank, payable at Mumbai to the Maharashtra Tourism Development Corporation Ltd. Cheques will not be accepted. The earnest money of the unsuccessful tenderes will be returned within a period of one month after the tenders are settled; but that of the successful tenderes will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract.

(b) Tenderers whose names are registered with Government (Stores /Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those

for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores/Purchase Department and also enclose copy of the current valid registration certificate.

5. The tenders will be opened on 14/7/2010 at 1500 hrs. in the presence of such of those tenderers or their nominees who may be present at that time. Technical Bids accompanied by EMD or proper document for exemption will be evaluated by a committee appointed for this purpose. If modifications are required the same will be intimated to the bidders who will be given a chance to modify the financial bid on a percentage increase or decrease basis. This revised financial bid and original financial bid will be opened on same day or any other suitable date after intimation to the tenderers.
6. If after submitting the tender, the tenderer withdraws his offer or modifies the same or after the acceptance of his tender, the tenderer fails or neglects to complete the necessary formalities or fails to implement the contract within the stipulated time, then without prejudice to any other rights the Corporation shall be entitled to forfeit the full amount of earnest money deposited with MTDC by the tenderer.
7. Tenderers shall invariably specify whether the delivery conditions including the time for the supply of each articles tendered for. The total time allowed for the supply at godowns is 15 days maximum from the date of issue of purchase order.
8. The final acceptance of the tenders rests entirely with the Managing Director, Maharashtra Tourism Development Corporation who do not bind themselves to accept the lowest or any tender. But the tenders on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
9. The successful tenderers should be prepared to guarantee satisfactory job completion for a period of 1 year for which he has to execute a performance guarantee bond. If found satisfactory further period of one year can be attended on mutually agreed basis.

10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless. The successful tenderer shall also execute an agreement of the due fulfilment of the contract with in the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty charges and other expenses, incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 11 below.

11. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender will give undertaking/indemnity in writing as part of his performance (Performance Guarantee Bond).

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied in that case MTDC at its discretion may requisition by means of another tender quotation or by negotiation or from the next higher tenderer who had offered to supply, and the loss, if any caused to the Maharashtra Tourism Development Corporation shall be recovered together with such sums as may be from the defaulting tenderer.

(c) Even in cases where in alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulters shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract , deduct from the contract price as liquidated damages, a sum equivalent to 1 % of the delivered price of the delayed supply of material or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed material or services. Once the maximum is reached the purchaser may consider termination of the contract at the risk and cost of the contractor.

12. Subject to the owner's (Maharashtra Tourism Development Corporation Ltd.) right to accept any tender and to reject any or all tenders, the MTDC will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents provided that the tenderer has the capacity and resources to carry out the contract effectively.

E.M.D. Security amounts will not bear any interests what so ever.

13. All the payments to the Supplier/Printer will be made by the MTDC and shall be made by Cheque.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
15. Final payments will be made only after the supplies are actually verified and taken to stock by the Maharashtra Tourism Development Corporation Ltd.
16. The successful bidder shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The successful bidder shall not underlet or sublet to any person or body corporate. The successful bidder shall not underlet to any person or persons or body corporate the execution of the contract or any part thereof.
17. In case of supplier becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the successful bidder shall commit any act of insolvency or in case in which under any clause or clauses of this contract the successful bidder shall have rendered himself liable to damages amounting to the whole of his security/EMD deposits the contract shall, thereupon, after notice given by the MTDC's Authority to the Supplier/Printers be determined and the Maharashtra Tourism Development Corporation may complete the same work in such time and manner and by such persons as the Corporation shall think fit. But such

determination of the successful bidder shall be without any prejudice to any right or remedy of the Corporation against the work order. All expenses and damages caused to the Maharashtra Tourism Development Corporation, Govt. of Maharashtra by any breach of contract by the successful bidder shall be paid by the successful bidder to Maharashtra Tourism Development Corporation, and may be recovered from him under the provisions of the Recovery Act in force in the State.

a) In case the successful bidder fails to supply and deliver any of the said articles within the time provided for deliver of the same or in case the successful bidder commits any breach of any of the contracts, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the Maharashtra Tourism Development Corporation (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Maharashtra Tourism Development Corporation Ltd. by an order in writing under the hand of the Managing Director, Maharashtra Tourism Development Corporation Ltd. put an end to or in case any difference in price , compensation, loss, costs , damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the successful bidder to the Maharashtra Tourism Development Corporation Ltd. from and out of any moneys for the time being payable or owing to the contractor from the Maharashtra Tourism Development Corporation Ltd. under or by virtue of this contract or other wise to pay and reimburse to the MTDC all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or be reason of this contract in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being payable by the tenderer aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted only in the court at Mumbai or Arbitration shall be a means to settle any dispute.

18. Any sum of money due if any payable to the Tenderer (including security deposit/EMD returnable to him) under this contract may be appropriated by the Managing Director, Maharashtra Tourism Development Corporation Ltd.

19. Every notice hereby required or authorized to be given may be either given to the successful tenderer personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the tenderer by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have served on the successful bidder on the date on which , in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.
20. The tenderer shall undertake to supply materials according to the standard specifications given in the Schedule-B of the tender documents.
21. No representation for enhancement of rates once accepted will be considered.
22. Any attempt on the part of the tenderers or their agents to influence the Maharashtra Tourism Development Corporation Ltd. in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
23. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security/EMD in the event of default in supplies or failure to supply within the stipulated period.
24. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmations with full relevant details posted before the due date of the tender.
25. The prices quoted should be **inclusive of all taxes, VAT, duties, cesses etc.** which may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

26. The tenderer will invariably furnish the following certificate with their bills for payment : “Certified that the goods on which Sales Tax Act per the State Sales Tax Act or the Rules made there under and the charges added on account of sales tax on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made hereunder. Certified further that we or Branch or Agent. “

(Address)

are registered as dealers /suppliers in the State of Maharashtra or _____ under Registration No. _____ for the purpose of Sales Tax/VAT.”

27. Special conditions if any of the tenderes attached with the tenders will not be applicable to this tenderer unless they are expressly accepted in writing by the MTDC.
28. Selector bidder will have to execute an agreement within a stipulated time.
29. In case of Co-Op. Societies of unemployed, attested copy of registration, along with the list of members need to be submitted in the bid documents (Envelop-2)

V. TENDERING PROCEDURE

1. Submission of Tender

Tender should be submitted in two separate sealed envelopes as indicated below :
The two sealed envelopes No.1 and 2 shall be put together in one common cover and sealed. The sealed cover shall be marked on the left hand top corner 'Tender for supply of Printing'.

The full name and address of the Tenderer shall be written on the bottom left hand corner of the common cover and the same properly addressed, should be delivered in person and receipt thereof obtained or be sent by Registered Post Acknowledgement so as to reach the Manager (P & PR) by the stipulated date and time.

2. Opening of Tender

On the date specified in the Tender Notice following procedure will be adopted for the opening of the tender.

Envelope No.1

Firstly Envelope No.1 of the Tender will be opened at M.T.D.C. Ltd., Express Towers, 9th floor, Nariman Point, Mumbai-400021, to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements, a note will be recorded by the tender opening authority and the said tenderers envelope No.2 will not be considered for further action.

The first envelope must be clearly marked as 'Envelope No.1' and shall contained the following :

- (a) Bid letter for envelope No.1 shall be the first envelope clearly marked as "Envelop No. 1" in the format given.

- (b) Demand Draft for Rs. _____ by way of Earnest Money Deposit and documents/ information as per eligibility criteria.
- (c) Agency Profile along with financial statement / Balance sheet / Income statement of last three years.
- (d) Project Profile to prove previous experience in similar assignment and similar conditions.
- (e) In case of co-op societies unemployed attested copy of registration certificate alongwith list of members

Envelope No.2

The Second Envelope clearly marked as `Envelope No.2' shall contain separate offer for each printing work as per description in Schedule-B inside Envelope No.2 and Envelope No.2 duly typed out and completed in the format given, as per the specification of Printing requirement.

3. Acceptance of Tender

The acceptance of tender may be communicated to the tenderer on approval of the Competent Authority.

4. Refund of Earnest Money

The amount of Earnest Money will be refunded to the unsuccessful tenderer after deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

5. Right is reserved to revise or amend the contract document fully or part thereof before the deadlines for submission and deviations/ amendments if any shall be communicated in the form of Corrigendum or by a letter as may be considered suitable. After envelope no. 1 has been assessed on merit as provided and if the same has been found acceptable by the competent Authority, Envelope no. 2 shall be opened on a date and at a time to be communicated in due course.

VII. ENVELOPE NO. 1

(Contents)

Tender Notice No. MTDC/ADV/PRINTING/2010

1. Name of Company /firm
2. Registered Address :
3. EMD - _____ D.D. of Rs. _____ drawn on _____ Bank and payable in favour of MTDC Ltd., Mumbai by way of E.M.D. In case of exemption, claim copy of competent authority order granting exception.

The company should submit following details as per Eligibility Criteria:

- i. Company /Firm's history/ Service Centres in Maharashtra
- ii. Type of printing work undertaken.
- iii. Supply of printing work to different Private /Govt. Concerns in last five years.
- iv. Balance Sheet / Income statement of the last three years.
- v. Details of single supply of similar type of printing work as per specification Schedule-B.
- vi. Other information or details to proof in support in eligible criteria.

Name & Designation
of Signing Authority

VIII. ENVELOPE NO. 2

BLANK FORM OF BID LETTER NO. 2 FOR ENVELOPE NO. 2

Tender's Name and address

The Managing Director,
M.T.D.C. Ltd.,
Express Towers, 9th floor,
Nariman Point,
Mumbai – 400021.

Sub : Printing of literature.

Sir,

In response to your advertisement which appeared in _____ newspapers dated _____ having carefully studied and understood the provisions and terms and conditions, general rules, specification and directions given in the tender document No. MTDC /ADV/ PRINTING/ EQP/ 2007. I / We _____ submit my / our offer for the same.

Our financial offer as per specification given in Annexure – B for supply of Printing material and cost of transportation, VAT, taxes, insurance and other all charges are or quoted below

Thanking you,

Your's faithfully,

(Signature/s)
Signature of Tenderer with
Name & Designation

IX. TIME TABLE

TENDER NOTICE- NO. MTDC/ PRINTING/2010

Date of issue of Tender forms :

Due date and time for receipt of tender :

Date and Time for opening of Tender :

Price of Tender Form : Rs. 500/-

Price of duplicate copy : Rs. 500/-

Address of office from where Tender forms are to be obtained to whom tenders are to be sent:-

To,

**Manager (P & PR),
Maharashtra Tourism Development Corporation,
Express Tower, 9th Floor,
Nariman Point
Mumbai-400021**

TEL.: 91-22-2204 4040.