

# Inviting E-Tender for Layout & Designing, Translation and Printing Works of Spice India Magazine

(PUB-PRI/0001/2021-Publicity)

MSTC E- TENDER NO.: SPICEB/21-22/ET/1

Dated: 2<sup>nd</sup> June 2021

# SPICES BOARD Injective of Commerce and Industry (

Ministry of Commerce and Industry Govt. of India

Sugandha Bhavan, N.H. By Pass, Palarivattom P.O., Cochin – 682025 Kerala

Phone: 91-484-2333615, Email: <u>publicity.sb-ker@gov.in</u>, Website: www.indianspices.com

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#### 1. INTRODUCTION

Spices Board (Ministry of Commerce and Industry, Government of India) is the flagship organization for the development and worldwide promotion of Indian spices. The Board is an international link between the Indian exporters and the importers abroad. The Board has been spearheading activities for excellence of Indian spices, involving every segment of the industry.

Spices Board, the government regulatory and export promotion body for Indian spices, is headquartered in Kochi. Constituted in 1987 under the Spices Board Act 1986, Spices Board is vested with the responsibility of production and development of small and large cardamom and export promotion of 52 scheduled spices.

The multifaceted activities of Spices Board include export promotion, research, development and regulation of domestic marketing of Small & Large Cardamom, post-harvest improvement of all spices, promotion of organic production, processing and certification of spices, development of spices in the North East, quality evaluation services, etc. The Board supports spice export promotion through different schemes viz. trade promotion, brand promotion, research & product development etc. The Board participates in major international exhibitions to promote Indian spices and value added spice products in the world market.

Production of promotional and educative materials in a variety of media for the benefit of exporters and importers is one of the major activities of Spices Board. The Board publishes Spice India Magazine in English, Malayalam, Tamil, Kannada, Hindi as monthly and Telugu as Quarterly. Various reports, booklets, brochures etc., are also published by the Board for the benefit of the Spices Industry.

#### 2. TENDER NOTICE

Spices Board, Ministry of Commerce and Industry, Govt. of India invites E - Tender from reputed printing presses in and around Ernakulam with five or more years of experience for taking up designing, translation and printing of Spice India magazines of the Board.

The tender document with details of technical requirements along with terms & conditions is available on the Spices Board's Website (www.indianspices.com), Government e-procurement portal (https://eTenders.gov.in/eprocure/app) and MSTCL e-procurement portal (https://www.mstcecommerce.com/). The tenders have to be submitted online via MSTCL e- procurement portal.

Last date for submission of the bids online via MSTCL website is **05.00PM on 23<sup>rd</sup> June2021** All bids must be submitted online along with all necessary documents uploaded in PDF format, as per the specifications and terms & conditions outlined in the tender document.

The bid is required to be submitted online in two separate parts, i.e. technical bid and financial bid. Physical copy of the supporting documents submitted online, as part of the technical bid, may be sent to Spices Board in a sealed cover addressed to the 'Deputy Director (Publicity), Spices Board, Sugandha Bhavan, NH Bypass, Palarivattom, Kochi – 682025', so as to reach on or before 25<sup>th</sup> June 2021, 05.00 PM. The documents should be placed in a single envelope super scribing 'E-tender for Layout & Designing, Translation and Printing Works of Spice India Magazine'. Any mention about the financial bid along with the supporting documents submitted shall invariably result in rejection of the bid.

The technical bid will be opened at 11.00 AM on 28<sup>th</sup> June 2021 at Spices Board Head Office. The financial bids of vendors whose technical bids get qualified would be opened at a later date and will be notified to the qualified vendors only.

SECRETARY SPICES BOARD, KOCHI

#### 3. SCOPE OF WORK

Spices Board invites e - tender from reputed printing presses in and around Ernakulam with five or more years' experience for taking up designing, translation and printing of Spice India magazines of Spices Board.

#### 3.1 Details of the Publication:

Spice India Magazine in English, Malayalam, Tamil, Kannada, Hindi as monthly and Telugu as Quarterly.

# **Specification**

i. Size: 21X28 CM/ I/4<sup>th</sup> Demi with Print Area 17.5 CM X 21.5 CM ii. \*Paper: Inside – 90 GSM art paper; Cover page: 100 GSM art paper

iii. Multi colour print iv. Binding: Centre stapling

v. No of pages: 32 (Minimum) - 44 (Maximum)

# 3.2 Format of Spice India Magazines

- Languages & Periodicity: English, Malayalam, Tamil, Kannada and Hindi as monthly and Telugu as quarterly.
- Size: 21X 28 CM / Demi 1/4<sup>th</sup> with print area: 17.5cm x 21.5cm.
- Any additions like two and three-fold gate cover during the contract period shall also be considered.
- The contents for each issue of Spice India in English, will be provided in PDF/.docx format. The printer/ agency should take care of composing, layout and design, and translation into Malayalam, Tamil, Kannada, Telugu and Hindi in consultation with the Chief Editor/ Editor. The printer undertaking the printing of Spice India journals shall arrange transport and delivery of the journals at the Kochi PSO, at Chittoor Road, Ernakulam on the under mentioned posting dates.

# **Dates of Posting**

Spice India English
 Spice India Malayalam
 Spice India Kannada
 Spice India Kannada
 Spice India Tamil
 Spice India Hindi
 Spice India Telugu
 19 th of every month
 29 th of every month
 27 th of every month
 7th of every quarter

- The posting dates will be changed according to the convenience of Indian Postal Authorities and the contracted printing press shall have to accept the changes
- 3.2.1 The following arrangements may be made by the printers in connection with the despatch of the journals every month.

<sup>\*</sup>Subject to change as per requirement and availability

- The addresses of subscribers' will be mailed on 10th of every month and printer should be in contact with the Editor of the Board on specified dates.
- The addressed envelope with the journals inserted shall be bundled in order of particular cities and PSO's mentioned in the address.
- Number of journals in a particular bundle and the name of the P S O may be noted in a slip and it may be displayed on the top of the bundles. (*e.g.*: Thiruvananthapuram PSO -100 numbers)
- On the previous day of posting particular journal, the number of copies to be posted may be intimated to the Editor of the Board. Following that a postal invoice issued from the Editor shall be collected by the printer, for handing over to the PSO, regularly without fail.
- On the posting day of the particular journal the entire bundles shall be transported and delivered at the Kochi PSO, in Chittoor Road Ernakulam.
- After delivery, the signed duplicate copy of the postal invoice issued by the PSO may be submitted to the Editor of the Board without fail.
- Posting of the journal may be done by the printer even on Saturdays. If the postal date falls
  on Sundays or other general holidays, the journals may be posted on the very next working
  day at the PSO.
- Any delay in the process, which would cause additional postal charges, will be considered as lapse from the part of the printer and additional charges shall be recovered from the printer.
- It would be necessary to show sample / proof of each item before the same is printed and approval of Spices Board in writing / email should be obtained before final printing.

# 4. PERIOD OF ASSIGNMENT

The printing work specified shall be operational for an initial period of 2 (two) years which might be extended on satisfactory performance of the agency.

#### 5. MINIMUM ELIGIBILITY CRITERIA

The Agency/ Firms/ Companies should fulfil the following criteria:

- 1. The bidder shall be a reputed printer (herein after referred as "Vendor") having minimum financial turnover of Rs. 50 (Fifty) lakh and above in a single year, during the last three years (AY 2017- 18, 2018-19 and 2019-20)
- 2. The vendor should have minimum 5 years' experience in printing & delivery of publications
- 3. The vendor should have received at least 5 work orders per year related to printing of Government/PSU and other regular private magazines for more than 1500 copies in the last 3 years at their own press.
- 4. Vendor should have Tax registration
- 5. Experience with proof for printing & delivery of publications to Union/ State Government / PSUs/ Private Enterprises etc. on various social / service and business meet.
- 6. The bidder should not have been blacklisted/de-registered previously by any government organisation. A certificate to this effect to be submitted on the letter head of the firm/agency.

S.No	Eligibility Criteria	Supporting Document Required
1	The vendor shall be a single entity, registered as a Company, Firm or Society under respective acts in India and should have been in existence in India for more than 5 years	
2	The vendor must be registered in India with appropriate tax and other administrative authorities	GST Registration and PAN Card
3	The vendor shall have a minimum business turnover financial turnover of Rs.50 lakh and above in a single year, during the last three years (AY 2017-18, 2018-19 and 2019-20)	Accountant of the Organization and
4	The vendor should have carried out at least 5 work orders per year for more than 1500 copies in last 3 years at the bidders' own press.	i work Order conv rediffed / Sambles
5	The vendor shall submit an Earnest Money Deposit of Rs.1,00,000/-(Rupees One Lakh only) in the form of Demand Draft in favour of 'Secretary, Spices Board' along with the Technical Bid Proposal and the same shall be valid for 90 days from the date of submission of the bid. It shall be returned after the finalization of the successful vendor	Demand draft drawn in favour of the
6	The vendor should have experience with proof for printing & delivery of publications to Union/ State government / PSUs/ Private Enterprises etc.	Work Order copy required.
7	The bidder should not have been blacklisted/de- registered previously by any government organisation	A certificate to this effect on the letter head of the firm/ agency

# 6. DOCUMENTS COMPRISING BID

The Bid proposal prepared and submitted by the vendor shall comprise the following;

- 1. Bid Consent letter in letterhead of the vendor/ firm with duly signed copy of the tender.
- 2. Bid submission form
- 3. Vendor profile with information of the technology/ machinery used etc.
- 4. Declaration in the prescribed format (Annexure II)
- 5. Documentary Proof and or work order copy for meeting Minimum Eligibility Criteria
- 6. Copy of Registration/ Certificate of Incorporation

- 7. Copy of PAN
- 8. Copy of GST Registration
- 9. Copy of Annual Report/ Balance Sheet/Profit & Loss Account of the last 3 assessment years (AY 2017-18, 2018-19 and 2019-20)
- 10. Copy of IT returns for the last 3 assessment years and certificate from the chartered accountant of the firm.
- 11. Earnest Money Deposit as specified in point 5 of the eligibility criteria.

## 7.SUBMISSION OF BIDS

The tender shall be submitted online in two-cover system duly scanned and digitally signed by the authorized representative of the vendor as follows:

# 7.1. Technical Bid (Cover - 1)

- a. The vendor has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- b. The technical bid cover should include the details sought in the statement at Annexure 1, along with copies of all supporting documents mentioned therein.
- c. The vendor or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness / authenticity and submit declaration in respect of acceptance of terms and conditions of tender document.
- d. The hard copies of documents submitted as part of cover 1, with signature and seal of the authorized representative, shall be sent to the address mentioned in 7.4.6. so as to reach the addressee on or before the closing time of the tender,
- e. The vendors are cautioned that divulging any financial information in cover-1 (Technical bid) will result in rejection of their tender.

#### 7.2. Financial Bid (Cover - 2)

- a. The respective Cover—2, i.e. financial bid of only the technically qualified offers (those who meet the minimum eligibility criteria successfully) will be opened. The financial bid shall be submitted in the given format, only online through MSTCL e-commerce website. No financial information should be submitted at any time in print during the tender process. Any such instance will make the bid unresponsive.
- b. The vendors who do not submit the technical bid (cover 1) within the stipulated date and time will be treated unresponsive.
- c. If the bids are not submitted as per the requirements prescribed by the Board, the bid will summarily be rejected.

#### 7.3. Amendment of Tender Documents

1. At any time prior to the deadline for submission of Tender, Spices Board may, for any reason, modify the tender document by corrigendum /addendum.

- 2. The corrigendum / addendum shall be published in Spices Board's website (www.indianspices.com), Government e-procurement portal (https://eTenders.gov.in/eprocure/app) and MSTCL e-procurement portal (https://www.Mstcecommerce.com/).
- 3. The bidder shall submit a copy of duly signed corrigendum /addendum published if any, as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 4. Spices Board reserves the right to accept a tender in full or in part or to reject without assigning any reasons thereof atany stage.

# 7.4. EMD (Earnest Money Deposit)

- 1. Each technical Bid must be accompanied by an EMD of Rs.1,00,000/-(Rupees One Lakh only) in the form of Demand Draft in the form of DD from any nationalized bank, drawn in the favour of the 'Secretary, Spices Board, Cochin.'
- 2. The technical bid without EMD will be rejected unless specifically exempted by the Government from payment of EMD for which reasons and proof have to be enclosed.
- 3. EMD of the unsuccessful vendors will be refunded (without any interest)
- 4. EMD amount of the successful vendor will be refunded (without any interest) within 45 days after acceptance of work order and submission of the performance guarantee, as applicable,
- 5. EMD will be forfeited if the vendor withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.
- 6. EMD shall be submitted in a sealed envelope, along with the hard copy of the tender to reach the following address on or before closing time of the tender,

The Deputy Director (Publicity Department)
Spices Board
Sugandha Bhavan
NH Bypass, Palarivattom
Cochin
Kerala-682025

7. A vendor can submit only one proposal. If a vendor submits more than one proposal, such proposals shall be disqualified. Bids received after the closing date and time mentioned above will be rejected without any further communication on the matter.

#### 8. EVALUATION OF BIDS

A Tender Evaluation Committee (TEC), constituted by Spices Board, will carry out a detailed evaluation of the Technical Bids in order to determine if the same are substantially responsive to the minimum eligibility prescribed.

#### 8.1. Technical Evaluation Criteria

Prior to the detailed evaluation of the Technical Bids, Spices Board shall determine whether each bid is complete in all respect, accompanied by the required information and documents and substantially responsive to the requirements set forth in the tender document.

- Tenders received by the designated date and time will be examined by SPICES BOARD to
  determine if they meet the eligibility criteria and accept terms and conditions mentioned in this
  document including its subsequent amendment(s), if any, and whether tenders are complete in all
  respects.
- 2. On scrutiny, the tenders found illegible/not in desired format/incomplete/not containing clear information, will not be considered for further evaluation process.
- 3. If deemed necessary, Spices Board may seek clarifications on any aspect of tender from the bidder. If a written response is requested, it must be provided within 3 days. Response received beyond 3 days, if any, will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their tender document already submitted. Spices Board will also make enquiries to establish the past performance of the applicants in respect of similar projects. All information submitted in the application or obtained subsequently will be treated as confidential.
- 4. The final selection shall be based on the financial parameter.

#### 8.2 Financial Bid Format

Lot 1: Multi colour printing of Spice India Magazines in English, Malayalam, Tamil, Kannada, Hindi as monthly and Telugu as quarterly for Glossy - 90 GSM art paper for inner text paper and 100 GSM art paper for cover page with 32 pages

Full Page: 21.5cm (H) x 15.5cm (W) Bleed: 27.5 cm (H) x 19cm (W)

Sl No	Item	Total Cost in INR
a	First 1000 copies (28 +4 =32 pages) (Inclusive of GST) per month	
ь	Second 500 copies (Inclusive of GST) per month	
с	Printing of Mysore kraft paper cover for single magazine (Inclusive of GST) per month	
d	Packing + Stamping and Forwarding / Despatch Charges (Inclusive of GST) per month	
e	Any other incidental expenses per month	
f	Rate for additional pages (per 4 pages)/ (Inclusive of GST) per month	
	Total	

Formula: a+c+d+e

Lot 2: Mutlti colour Printing of Spice India Magazines in English, Malayalam, Tamil, Kannada, Hindi as monthly and Telugu as quarterly for Glossy - 90 GSM Matte paper for inner text paper and 100 GSM Matte paper for cover page with 32 pages

Full Page: 21.5cm (H) x 15.5cm (W) Bleed: 27.5 cm (H) x 19cm (W)

Sl No	Item	Total Cost in INR
a	First 1000 copies (28 +4 =32 pages) (Inclusive of GST) per month	
b	Second 500 copies (Inclusive of GST) per month	
С	Printing of Mysore kraft paper cover for single magazine (Inclusive of GST) per month	
d	Packing + Stamping and Forwarding / Despatch Charges (Inclusive of GST) per month	
e	Any other incidental expenses per month	
f	Rate for additional pages (per 4 pages)/ (Inclusive of GST) per month	
	Total	

Formula: a+c+d+e

Lot 3: Multi colour printing of Spice India Magazines in English, Malayalam, Tamil, Kannada, Hindi as monthly and Telugu as quarterly for Glossy - 90 GSM Maplitho paper for inner text paper and 100 GSM Maplitho paper for cover page with 32 pages

Full Page : 21.5cm (H) x 15.5cm (W) Bleed : 27.5 cm (H) x 19cm (W)

Sl No	Item	<b>Total Cost in INR Per Month</b>
a	First 1000 copies (28 +4 =32 pages) (Inclusive of GST) per month	
b	Second 500 copies (Inclusive of GST) per month	
c	Printing of Mysore kraft paper cover for single magazine (Inclusive of GST) per month	
d	Packing + Stamping and Forwarding / Despatch Charges (Inclusive of GST) per month	
e	Any other incidental expenses per month	
f	Rate for additional pages (per 4 pages)/ (Inclusive of GST) per month	
	Total	

Formula: a+c+d+e

**LOT 4: Translation and Composing Charges:** For each language with layout and design with the given photos and illustrations etc. for a unit of 32 pages,

Sl No	Composing & Translation charges language wise inclusive of GST	Composing & Translation charges for a unit of 32 pages
a	English (Composing Charges only) per month	
b	Charge for additional page (per 4 pages) per month	
С	Hindi (Translation & Composing) per month	
d	Charge for additional page (per 4 pages) per month	
e	Malayalam (Translation & Composing) per month	
f	Charge for additional page (per 4 pages) per month	
g	Tamil (Translation & Composing) per month	
h	Charge for additional page (per 4 pages) per month	
i	Kannada (Translation & Composing) per month	
j	Charge for additional page (per 4 pages) per month	
k	Telugu (Translation & Composing)	
1	Charge for additional page (per 4 pages) per month	
	Total inclusive of GST	

# Formula: (a+c+e+g+i+k)

- 8. 3 There should be no mention of prices in any part of the bid other than the commercial bids online.
- 8.4. In the financial bid, if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- 8.5. Substantially Responsive Bids: A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the tender
- 8.6. Any attempt by a vendor to influence the bidding evaluation process or the Tender Evaluation Committee's processing of bids or award of decisions will result in the rejection of the bid.
- 8.7. If deemed necessary, Spices Board in its sole discretion may make required variations in the cut off points for technical evaluation including criteria for technical evaluation.

- 8.8. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- 8.9. Failure of the bidder to agree with the Terms and Conditions of the Tender/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
- 8.10 **Final Selection:** Combined cost of printing and composing and translation charges (Lot 1/2/3 + Lot 4) will be considered and the work will be awarded to the lowest responsive tender.

#### 9. TERMS AND CONDITIONS

- 9.1 Submission of a TENDER is evidence of a Bidder's consent to comply with the terms and conditions of request for TENDER process and subsequent bidding process. If a Bidder fails to comply with any of the terms, the bid may be summarily rejected.
- 9.2 Wilful misrepresentation of any fact in the tender will lead to the disqualification of the bidder without prejudice to other actions that Spices Board may take.
- 9.3 Spices Board reserves the right to accept or reject any or all tenders received without assigning any reason therefore whatsoever and Spices Board's decision in this regard will be final.
- 9.4 The bidder is required to submit its full profile giving details about organization, experience, technical personnel in the organization, competence and adequate evidence of its financial standing etc. in the enclosed form which will be kept confidential.
- 9.5 No contractual obligation whatsoever shall arise from mere participation in the tender process.
- 9.6 Any effort on the part of bidder to influence evaluation process may result in rejection of the tender.
- 9.7 Spices Board is not responsible for non-receipt of tenders within the specified date and time due to any reason including postal delays or holidays in between.
- 9.8 Spices Board reserves the right to verify the validity of information provided in the tenders and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of tender or even after empanelment or after award of work.
- 9.9 Bidders shall be deemed to have:
- a) examined the tender document and its subsequent changes/corrigendum, if any for the purpose of responding to it.
- b) examined all circumstances and contingencies, having an effect on their tender application and which is obtainable by the making of reasonable enquiries and satisfied themselves as to the correctness and sufficiency of their tender applications and if any discrepancy, error or omission is

noticed in the tender, the Bidder shall notify Spices Board in writing on or before the last date/time of submission of the bid.

- 9.10 The bidder shall bear all costs associated with submission of tender/ presentation desired by Spices Board etc. Spices Board will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- 9.11 Bidders must advise Spices Board immediately in writing of any material change to the information contained in the tender application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices.
- 9.12 Bidders shortlisted must not advertise/publicize in any form (without prior written permission from Spices Board) about their firm having been shortlisted / selected by Spices Board.
- 9.13 Evaluation of the submitted bids will be based on documents provided. Technically qualified bidders will be selected and financial bid will be evaluated only for the technically qualified bidders.
- 9.14. Spices Board may re-visit any of the conditions of this tender.
- 9.15. Spices Board shall have the right to cancel the tendering process at any time, without thereby incurring any liabilities to the affected bidders. Reasons for cancellation, as determined by Spices Board in its sole discretion may include but are not limited to, the following:
- a. Services contemplated are no longer required
- b. Scope of work not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments
- c. The project is not in the best interest of Spices Board
- d. Any other reason
- 9.16 For any queries/ details required, the bidders/ vendors may contact the Publicity Department of Spices Board between 9.00 AM to 5.30 PM on the working days.
- 9.17 The copyright of the publication is with the Spices Board. No matter including designs, photo etc. shall be used by the successful bidder in any manner.
- 9.18 No request for increase in price shall be entertained during this period except on account of increase in statutory duties, taxes, etc., if imposed by the Government of India/concerned Government;
- 9.19 The tender should be submitted neatly and all corrections, over-typing should be attested with seal and full signature. Unsigned Bids are liable to be rejected.
- 9.20 Corrections, if any, in the documents submitted should be duly authenticated with full signature of the authorized signatory, failing which such Bids are liable to be rejected.

#### 10. PAYMENT TERMS

Payment will be made to the printer on submission of bills in original after completion of the printing work at the right time along with the satisfactory report by the Editor. Bill may be submitted along with GST number, TIN number, and Bank details such as current / saving account, Account Number, IFSC Code, Branch and Bank Name for RTGS payment.

All payment will be made through RTGS only. No advance payment would be made at any cost. TDS and other taxes, if applicable, would be deducted from the bills of the agency as per laws in force.

All the payments will be based on the actual printing charges.

For the Printing of Spice India Magazines, the payment will be for the actual printing. \* No of pages vary from 32,40,48,56,64.

#### 11. FEE AND OTHER CHARGES

Mode of Tender	e-Procurement System
	(Online Part1- Techno-Commercial Bid and
	Part-II Price Bid through
	https://www.mstcecommerce.com/eprochome/sp
	iceb of MSTC Ltd.)
Transaction Fee	Rs. 2950/- (Including @ 18% GST)
Note: Please note that vendors will have the	Payment of Transaction fee in favour of MSTC
access to online e-tender only after remitting	LIMITED.
the transaction fee in favour of MSTC Limited,	(Transaction fee and related bank charges are to
Kolkata	be paid by bidder)

#### 12. DISCLAIMER

Spices Board is not committed either contractually or in any other way to the bidders whose bids are accepted. The issue of this tender notice does not commit or otherwise oblige Spices Board to proceed with any part or steps of the process. Subject to any law to the contrary, and to the maximum extent permitted by law, Spices Board and its employees disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this request for tender or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Spices Board or any of its officers.

#### 13. DISPUTE RESOLUTION

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. Any resolved dispute shall be referred to the Secretary, Spices Board for a decision.

# 14. APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Hon'ble High Court of Kerala at Ernakulam.

# 15. IMPORTANT DATES OF TENDER

Sl No	Particulars	Date	Time
1	Date of Online Publication/ download of Tender document	2 <sup>nd</sup> June 2021	10.00 am
2	Bid submission start date	2 <sup>nd</sup> June 2021	10.00 am
3	Bid submission close date	23 <sup>rd</sup> June 2021	05.00 pm
4	Closing date and time for submission of original EMD	25 <sup>th</sup> June 2021	05.00 pm
5	Opening of Technical Bids	28 <sup>th</sup> June 2021	11.00 am

# 16. ANNEXURE I – BIDDER DETAILS

Sr. No.	Item	Items					er's	Respoi	ıse			
1	Basic	Basic Information										
	a) Name of the organization											
	b) Re	egistered office	e address									
	c) Of	ffice address a	t Ernakulam/C	Cochin								
2	a) Na	ame of contact	person									
2	b) Ph	one no. of cor	ntact person									
	c)Em	nail address of	contact person	1								
	d)We	ebsite of the or	rganization, if	any								
	e) Ye	ear of commen	cement of bus	iness								
	f) PA	N										
		=	stration No./G									
3		tails of advanc ninery used.	ced technology	used/								
4	years from	(undertaking	oring past three on letter head ecountant in ori	or a certifi	cate	2019-	20	2018-	19	2017-	18	Average of last three years
5			orks completed									
	Sr. No.	Name of work and location	Nature of work involved in the contract:	Name and address of client	the office from clies	n the		ontract mount	of	eriod Ethe ontract	re	ny other llevant formatio
						,						
			ether Central G nomous, and or					ector				

<sup>\*</sup>Use additional sheets if required.

# 17. ANNEXURE II- DECLARATION

I/We (Name	)			(desig	gnation)		of (H	irm)
do hereby s	olemnly	affirm and	d declare that t	he indiv	idual/ firm/	company	is not blacklisted by	y any
Government	Departn	nent / Autor	nomous body / ]	Private C	rganization	. Further,	no litigation enqu	iry is
pending and	or initial	ated by any	Government D	epartme:	nt /Autonor	nous bod	y / Private Organiz	ation
or Court of	Law.							
I/We (Nam	e)		(De	esignatio	n		of	
(Name	of	the	Agency	/	Firm	/	Company)	
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#### **Process of E-tender**

A). **Registration**: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of technocommercial Bid as well as Price Bid over the internet will be done. The Vendor should posses Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/Spices Board is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE**: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT

http://www.mstcecommerce.com/eprochome/spiceb/buyer\_login.jsp

# **Contact person (MSTC)**:

1. Arnab Sarkar – Mob- 9986036012 asarkar@mstcindia.co.in

2 Mr. Ravindranath Mob-7676456095 ravindranathkb@mstcindia.co.in

# **B) System Requirement:**

Windows 98 /XP-SP3 & above/Windows 7 Operating System

- a.i.1.a.i. Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→ PSU/Govt depts. →Spices Board→Register as Vendor Filling up details and creating own user id and password→ Submit.
- a.i.1.a.i.1.a.ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/Spices Board, (before the scheduled time of the e-tender).
- (A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- **(B)** Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by Spices Board. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

# 2 Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity

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	Special Note towards Transaction fee The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.
	<u>Transaction fee is non-refundable.</u>
	A vendor will not have the access to online e-tender without making the payment towards transaction fee.
	<b>NOTE</b> : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
	<b>Contact Details:</b> Fax No. : 033- 22831002
	Email ids: rpradhan@mstcindia.co.in
	Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.
	In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.
	Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB.
	Once documents are uploaded in the library, vendors need to attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.
	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Spices Board as well as by MSTC (eprocurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
	a.i.1.a.i. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of

downloading the related corrigenda, if any, will be that of the downloading parties.

a.i.1.a.i.1.a.ii. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.

**8** E-tender cannot be accessed after the due date and time mentioned in NIT.

# Bidding in e-tender & Reverse auction:

- a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Spices Board. EMD should be sent in physical to Spices Board Kochi before the last date of submission of bid.
- b) The process involves Electronic Bidding for submission of techno-commercial Bid as well as Price Bid.
- c) The bidder(s) who have submitted the above fees can only submit their technocommercial Bids and Price Bid through internet in MSTC website **www.mstcecommerce.com**  $\rightarrow$  e-procurement  $\rightarrow$ PSU/Govt Depts $\rightarrow$ Spices board Login  $\rightarrow$ My menu $\rightarrow$  Auction Floor Manager $\rightarrow$  live event  $\rightarrow$ Selection of the live event $\rightarrow$
- d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
- e) After filling the Techno-Commercial Bid, bidder should click "save" for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
  - f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
  - g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
  - h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER.**
  - j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

	k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13	Spices Board, Kochi has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.
15	The bidders must upload and attach all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17	The documents uploaded and attached by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18	Vendors can refer to the pdf document in the below link for MSTC's e-Procurement Portal Guidelines