

GOVERNMENT OF MAHARASHTRA

BID DOCUMENT

FOR

APPOINTMENT OF PRIVATE SECURITY PRINTERS FOR PRINTING & DELIVERY OF MAHARASHTRA STATE LOTTERY TICKETS



COMMISSIONER

MAHARASHTRA STATE LOTTERY

Finance Dept., Govt. of Maharashtra

New Administrative Building, 8th Floor, Opp. Mantralaya,

Mumbai - 400 032

Price Rs.15000/-

**GOVERNMENT OF MAHARASHTRA
OFFICE OF
THE COMMISSIONER
MAHARASHTRA STATE LOTTERY
NEW ADMINISTRATIVE BUILDING, 8TH FLOOR,
OPP. MANTRALAYA, MUMBAI 400 032.**

TENDER NOTICE

FOR

**APPOINTMENT OF PRIVATE SECURITY PRINTERS FOR
PRINTING & DELIVERY OF MAHARASHTRA STATE LOTTERY TICKETS**

1. E-tender is being invited on behalf of Government of Maharashtra by The Commissioner of State Lotteries, Finance Department, New Administrative Building., 8th Floor , Opp. Mantralaya, Mumbai-400 032 for appointment of private security printers for printing & delivery of Lottery tickets for various draws of Maharashtra State Lottery. Permissible under the Lotteries (Regulation) Act 1998, the Lotteries (Regulation) Rules, 2010 and Maharashtra State Lottery (Regulation) Rules, 2000 Part-I
2. Complete Tender Process will be Online (E-tendering) in two envelopes system. All the notifications & detail terms and conditions regarding this tender notice hereafter will be published online on website <https://mahatenders.gov.in>
3. Tender document can be seen, downloaded & submitted from the website <https://mahatenders.gov.in> from date 06/07/2021 at 12 p.m. to Date 27/07/2021 at 5 p.m.
4. The contract shall be valid for the period of 3 years.

The Government reserves the right to reject any / all bids received as a result of this advertisement without assigning any reasons thereof.

(E. Ravendran)
Commissioner
Maharashtra State Lotteries
Finance Department
Opp. Mantralaya, Mumbai-32.

Schedule of the Bid Programme

The Government of Maharashtra operates various lottery schemes in the state under the name of Maharashtra State Lottery with various suffix, prefix, etc.as permissible under the Lotteries (Regulation) Act 1998, Lotteries (Regulation) Rules, 2010 and Maharashtra State Lottery Rules, 2000 Part-I. This tender has been invited for appointment of private security printers for printing and delivery of Maharashtra lottery tickets. The tender document should be downloaded from the official website of the Government of Maharashtra. <https://mahatenders.gov.in>

1.	Issue of Tender Form	Tender document can be seen & downloaded from the website https://mahatenders.gov.in from date 06/07/2021 at 12 p.m. Required amount of Tender fee shall be paid online through the payment Gateway (Internet banking)
2.	Last date & Time of receipt of tender.	Tender document should be submitted online. Last date and time of receipt of tender is 27/07/2021 at 5 p.m.
3.	Date, Time& place of Pre-Bid Meeting	13/07/2021 at 3.00.p.m. at office of Commissioner, State Lotteries, 8 th floor, New Administrative Building, Opp. Mantralaya, Mumbai-400032.
4.	Date &Time of opening of technical Bid	28/07/2021 at 3.00 p.m at office of Commissioner, State Lotteries, 8 th floor, New Administrative Building, Opp.Mantralaya, Mumbai-400032.
5.	Date &Time of opening of Financial Bid	It will be decided after Technical Evaluation and will be uploaded on website https://mahatenders.gov.in
6.	Earnest Money Deposit	Rs.8,00,000/-(Rs. Eight Lakh only) shall be paid online through the payment Gateway (Internet banking) during Bid submission process.
7.	Contact details of persons for communication	1. Shri. S. G. Gulekar, Under Secretary and Deputy Director, Office of the Commissioner, Maharashtra State Lotteries, 8 th floor, New Administrative Building, Opp. Mantralaya, Mumbai. 400 032. Ph. No. 91-22-22048029/22025470 Email: sanjay.gulekar@gov.in 2. Shri. S.B.Balame, Deputy Director, (F & A) Maharashtra State Lottery Y-A-1, Shop Godown, A.P.M.C.Market, Sector-19 B, Vashi, Navi Mumbai – 400 705. Ph. No. 02227846720/022. Email : ddmsl.vashi-mh@gov.in , maharashtrastatelottery@yahoo.co.in

- Bids will be opened in the presence of the Bidders or their representatives (with written authority) who choose to attend on the specified date and time.
- If the date specified for the receipt and the opening of this bid is declared a public holiday, a new date for submission of bids and opening of the bids shall be the following working day at the same appointed time.

Bid Document

Objective of Running Traditional Lottery:-

The objective of running Traditional lottery is to generate maximum revenue for the State Government through sale of Traditional lottery tickets. It will provide an avenue for healthy entertainment to the users and should provide a transparent form of participation in lotteries so that this system fulfils the objective for which it is started.

1. Legal Environment

The lottery business in India is regulated under the Lotteries (Regulation) Act, 1998 and The Lottery (Regulation) Rules, 2010, An Act passed to regulate lotteries and to provide for matters connected therewith and incidental thereto. Maharashtra State Lottery (Regulation) Rules, 2000 are prepared as per the provisions in Lottery (Regulation) Act 1998 of Govt. of India.

2. Changes in Law.

The Government of India may decided to issue amendment in The Lottery (Regulation) Rules, 2010 but not yet passed. Hence Bidders should note that the current legislation related to lotteries may change and such changes will be binding on the bidder. The State Government does not take any responsibility for the same.

The Bidder by submitting a Bid automatically guarantees to the Government that the Bidder is not committing any copyright infringements by handing over the Bid.

3. Appointment of Private Security Printers:

Government desires to appoint Bidders as Security Printers for printing and delivery of Maharashtra State lottery tickets.

4. Schedule of Tender as follows:

1.	Tender No.	MSL2021/C.R.No.23/Lott.-2
2.	Tender Type	Open Tender
3.	Price of Tender Document	Rs. 15000/- tender (non-refundable)
4.	Amount of Earnest Money Deposit(EMD)	Rs.8,00,000/-
5.	Last Date and Time of receipt of tender	27/07/2021 up to 5 p.m.
6.	Date and time of opening of technical Bid	28/07/2021 at 3 p.m.

5. Costs Associated with the Bid :

The Government shall not be liable for any of the costs incurred by a Bidder in preparing or submitting a Bid, including but not limited to preparation, copying, postage and delivery fees and expenses associated with any demonstrations or presentations which may be required by the Government. All costs will remain with the Bidder.

All material submitted to the Government shall become the property of the Government, without any cost to the Government.

The Government reserves the right to cancel the Bid Document or any part thereof at any time and / or to reject all Bids without assigning any reason thereof. The Government may subsequent to its cancellation, re-issue the Bid Document.

6. Earnest Money Deposit :

The Bidder shall be required to pay the amount of Earnest Money Deposit (EMD) Rs.8,00,000/- (Rs. **Eight Lakh only**) online through the payment Gateway (Internet banking) during Bid Submission process. Without the Earnest Money Deposit receipt, the tender document will be summarily rejected.

The Earnest Money Deposit of all tenders shall be returned within three months of the opening date without any interest.

7. Clarification regarding submission of Bids :

In order to establish which Bidder should be appointed as the private security printers for Maharashtra State Lottery tickets. The Government will undertake a detailed evaluation of the Technical Bids received. To facilitate this process, the Bidder may be asked to provide additional information in writing, which clarifies particular aspects of its Bid. The Bidders will be required to strictly reply only to the clarifications requested from them.

- i.** Guidelines to download the tender documents and online submission of bids can be downloaded from website <https://mahatenders.gov.in>
- ii.** Tenderers should upload information and scanned copies in PDF format in Technical Envelop as mentioned in technical offer and same should submit in original for verification at the time of technical bid opening.
- iii.** Tenders should have valid class II / III Digital Signature Certificate (DSC) obtained from any certifying Authorities.

8. Multiple Bid :

Multiple Bids from the same Bidder will be rejected. Bids may be deemed by the Government to be multiple bids and rejected as such because of a close relationship between the Bidder and persons or bodies owning or controlling another Bidder.

9. Scope of Work :

- i) The contractor shall print the lottery tickets for the specific size and quality of paper as per the order placed by the commissioner and authorized signatory of Maharashtra State Lottery from time to time. The contractor shall supply and deliver the tickets at designated places within time period. The number of lottery tickets for each series/ draw may be increased or decreased during the period of the Agreement.
- ii) Notwithstanding anything stated herein or in the tender or in the acceptance letter, the Commissioner shall not be bound to take the whole or any part of the estimated quantity of lottery tickets from the Contractor.

10. Conditions of Printing of Lottery Tickets :

The following important features are mandatory for printing of lottery tickets.

10 (1) LOGO:

The lottery tickets should bear the Logo of the Maharashtra State Lottery and the specimen signature of Principal Secretary of Finance Department, Government of Maharashtra on the face of the lottery ticket to ensure the authenticity.

10 (2) OTHER DETAILS:

- i) The name of “Maharashtra State Lottery” shall be printed in clear big letters in English and Marathi.
- ii) The terms and conditions including prize structure, place of draw and Website shall be printed on the rear of the lottery tickets in Marathi and English.
- iii) The nomenclature of the draw such as name & Number of draw, important prizes, prize of tickets, date and time of draw should be clearly printed on the front side of the lottery tickets in Marathi and English.
- iv) The contractor shall use penetrating ink for printing. A security ink which is chemically reactive should be used.
- v) The Contractor shall print numbers & Series on the lottery tickets as per the printing instructions issued by the Commissioner or authorized signatory of Maharashtra State Lottery.

- vi) The lottery tickets shall be printed in four colours on the front side and one colour on the rear side.

10 (3) MICRO LETTERING AND OTHER SECURITY FEATURES :

- i) The words “Maharashtra State Lottery” in Marathi and English in micro finish along with other security features should be incorporated in the design and printing of the lottery tickets.
- ii) Each and every lottery ticket must have Bar Code to ensure authenticity.
- iii) The contractor should be required to change the security features from time to time in order to ensure that the same is not duplicated.

10 (4) SECURITY MARKS IN SEALED COVER:

The contractor shall give in writing and in a sealed cover, the details of the security marks / security lines which has been provided in each lottery ticket to the Commissioner or authorized signatory of Maharashtra State Lottery. Such sealed cover shall be opened by the Commissioner in case of any doubt in the presence of the contractor or his authorized representative. In case the said security marks as specified by the contractor are not seen in the lottery ticket at the time of examination by the commissioner, this will be considered as a breach of the contract and the contract shall be rendered liable for termination along with the forfeiture of the security deposit.

11. General Disclaimer

The issue of this Bid Document does not imply that the Government is bound to appoint Private Security Printers. The Government may not appoint Security Printers unless the terms of the Bids submitted meet certain standards or for other reasons which are not specified here. The Government wants to emphasize that the highest Financial Bid as contained in response to the Bid Document does not necessarily entitle the Bidder thereof to be selected as the successful Bidder.

12. Pre-Qualification Conditions of Tenderer.

The following Pre-Qualification Conditions will form a part of the “Technical Bid” and the Bidder should upload information and scanned copies in PDF format in Technical Envelop as mentioned in technical offer and same should submit in original for verification at the time of technical bid opening.

- a) The bidder should possess minimum 5 years of experience for printing and delivery of lottery tickets/Security Printing and delivery for any Central Government, State Government, Union Territories as well as Semi-Government Public Enterprises, Public Sector Undertakings.

- b) The bidder should be included in the list of approved security printers of the Reserve Bank of India (RBI) or Indian Bank Association (IBA), Mumbai.
- c) The Bidder required to submitting "No Dues Certificate" from Central Government, any state government, union Territories, Semi Government Public Enterprises, Public Sector Undertakings in which they are currently working / had been working in the last 5 years.
- d) The Net worth of the Bidding entity should not be less than Rs. 3 crores as on 31st March 2020 certified by Chartered Accountant.
- e) No Income Tax Dues with Income Tax Department in last 5 years or ITR for the last 3 years can be submitted.
- f) Undertaking by the Bidder that, he had not been sentenced by any Court for any offence with a fine or imprisonment or both during the last 5 years. The bidder should give an undertaking to this effect.
- g) Undertaking by the Bidder that, he had not been blacklisted by any of the State Government / Union territory /Bank/any other Institution for which he was carrying out security printing work.

If one or more of the pre-qualification conditions has not been fulfilled by the Bidder, the Bidder will be immediately disqualified.

13. Financial Bid:

Bidder is required to submit the proposal for rates per 1 lakh tickets for specific paper quality with bar code as follows:

Size of Tickets with barcode	Quality of paper	Rate of Printing per 1 lakh ticket inclusive of GST
1 Square cms.	70 GSM Poster Paper	
	80 GSM Poster Paper	
	100 GSM Poster Paper	
	70 GSM Mapletho Paper	
	80 GSM Mapletho Paper	
	120 GSM Mapletho Paper	
	90 GSM Chroma Art Paper	
	100 GSM Indian Art Paper	
	130 GSM Indian Art Paper	

1. The above rates are all inclusive of the cost of paper, designing, printing, numbering, binding & packing, transportation, delivery, octroi, insurance, GST and other taxes & duties payable to Central / State Governments.

2. Posters of size 60 cm x 45 cm (90 GSM Croma art Paper) should be supplied free of cost. Five Hundred posters (with gum / sticking paper) per one lakh tickets should be printed and supplied with tickets. Separate rates should not quote for posters.

14. General Note:

1. The Government of Maharashtra reserves the right to ask any additional information necessary to determine the financial soundness and ability of the Bidder.
2. The Bidder should provide financial and any other information in Indian Rupees (INR) only.

15. Award of Contract:

The contract may be awarded for the full quantity of lottery tickets printing or in part. The Commissioner prefers to award the contract to more than one bidder.

16. Duration of Contract:

- i) The contract shall remain in force for a period of 3 (three) years from the date of signing of the contract.
- ii) If the Commissioner is satisfied with the performance of the Contractor, the contract can be renewed for any mutually agreed period in such a way that the total period of this contract shall not exceed 5(Five) years.

17. Commercial Conditions of the Agreement:

A. SECURITY DEPOSIT :

- i) The successful bidder has to furnish a Security Deposit (SD) of Rs.24,00,000/- (Rupees Twenty Four Lakhs only) in the form of Bank Guarantee of a Nationalized Bank within ten days from the issue of the notification of award from the Commissioner.
- ii) The Bank Guarantee should be valid for a full period of contract.
- iii) On extension of the period of the contract, the successful bidder will renew the Bank Guarantee for the period for which extension has been awarded.
- iv) The “State Government” reserves the right to forfeit the entire amount of the security deposit or any part thereof in case of a breach of any of terms and conditions of the Agreement.

B. APPROVAL OF R.B.I./I.B.A. :

- i) The Contractor must have the approval of the Reserve Bank of India / India Banks Association, Mumbai (RBI/IBA) for security printing. The contractor shall be responsible to ensure that this approval of the R.B.I. /I.B.A. for the security printing is kept alive throughout the period of the agreement.
- ii) In case of any discontinuance / cancellation / non- renewal / termination of the approval by the R.B.I./I.B.A. as the case may be, this Agreement will become null and void w.e.f. the date of such termination of the approval and the State Government can forfeit the security deposit and also can terminate this contract.
- iii) If the contractor fails to keep the approval of R.B.I./I.B.A. for the security printing alive, the printing order lying with the contractor shall stand automatically suspended and the Commissioner shall be at liberty to get lottery tickets printed from other available sources at the risk and cost of the defaulting contractor. If such approvals are not restored within a reasonable time, not exceeding 30 days, the contract shall stand automatically terminated.
- iv) Any additional expenditure incurred during the period of suspension of the contract for printing of lottery tickets shall be borne and paid by the defaulting contractor from his Security deposit and if he fails to compensate the entire loss and if the Security Deposit is not sufficient, action will be taken to realize the loss through lawful means including that of recovery under the provisions of the Maharashtra Land revenue Code, 1966.

C. SECURITY PROVISIONS :

The Contractor shall be fully responsible for maintaining tight security arrangements at the printing press premises and as prescribed conditions by the R.B.I. for security Printing Press and shall be totally responsible for the security of the lottery tickets from the time of printing till actual delivery to the authorized officer of the Commissioner.

D. INSURANCE :

- i) The contractor shall insure the lottery tickets against any loss due to flood /fire / theft /riots / pilferage or any other reasons while the lottery tickets are in his custody or while transporting for delivery.
- ii) The contractor will be fully responsible for any damage of the lottery tickets till the actual delivery to the State Government.

E. DELIVERY OF TICKETS :

- i) The tickets should be supplied and delivered at Deputy Director (F & A) Maharashtra State Lottery, Y-A-1, Shop Godown, A.P.M.C.Market, Sector-19 B, Vashi, Navi Mumbai, within 15 days from the receipt of final printing orders from the Deputy Director (F & A) Maharashtra State Lottery, Vashi, Navi Mumbai. However, under special circumstances, the delivery time may be further reduced to 10 days.
- ii) The contractor shall be required to give delivery of the lottery tickets in specified manner as provided and the location as decided by the Commissioner in writing.

F. PENALTY:

1. Defect in printing :

- i) In case any of the following defect are noticed by the Commissioner before the sale takes place, the contractor shall be liable to a penalty equal to twice of the face value of the defected tickets.
 - Incorrectly printed lottery tickets,
 - Incorrectly numbered lottery tickets,
 - Missing tickets in any booklet,
 - Soiled / folded / damaged lottery tickets.
- ii) In case of any double – numbering or mal – numbering of lottery tickets printed by the contractor and if such printing leads to the claim for payment of prize money or the bonus amount as the case may be, after the verification of any claim, then the contractor shall be held responsible for the same and a penalty equal to twice the amount of loss suffered by the State Government including the payment of prize amount shall be recovered even after contractual period is over.

2. Delay / wrong certification of prize winning tickets:

- i) The representative of contractor should visit Maharashtra State Lottery, Vashi office twice a month for verification & certification of prize winning lottery tickets at his own cost. Gap between two such visits should not be more than 21 days. Delay in certification shall lead to penalty equal to Rs. 1,000/- per day or / of the delay payment to a maximum of Rs.10,000/- per ticket.
- ii) In case if the prize winning tickets so certified are found bogus or otherwise incorrect, then penalty equivalent to twice the prize amount paid against such claim shall be recovered from the contractor.
- iii) Denial of certification by the representative of the contractor, if proved would make liable the contractor to a penalty not less than four times the prize amount payable for the ticket that has been so denied.

3. Late Supply of tickets :

1. a) In case, the contractor make delay supplies of lottery tickets, the approximate amount of loss that the State Government may suffer due to Such late supply will be recovered from contractor. This amount will be Calculated on the basis of 50% of the loss of sale as a result of the late Supply. It will be calculated by multiplying the number of days in Delay that would be expected in these number of days for the same or an Identical lottery scheme.

Or

b) The expenses that may be incurred by the Commissioner in making Alternative arrangement to meet the situation.

G. SETTLEMENT OF PRINTING CHARGES :

No advance payment shall be made to the contractor for printing purpose under any circumstances.

H. SUB-CONTRACTING :

- i) The Contractor shall not under any circumstances print lottery tickets outside his own press premises for which the contract has been awarded, and shall not subcontract the work allotted to him to any other press.
- ii) The action of sub- letting the work assigned would be considered as a breach of the agreement by the contractor and his security Deposit will be forfeited and the Contractor may be blacklisted by the State Government.

I. TERMINATION & PENALTY OF AGREEMENT :

- a) The State Government may terminate the contract for breach of any /or all the terms and conditions of the contractor for serious irregularities or if there is enough reason to believe the continuity of the contract will bring disrepute to the “State Government.” Such termination shall be done in case of breaches of Clauses.
- b) Under the circumstances of such termination of contract, the State Government shall be empowered to forfeit the security deposit. The State Government will also remain indemnified against any loss that the Contract may suffer on account of such termination.

TECHNICAL BID

Envelop No.1

To.
The Commissioner,
State Lotteries, Finance Dept.
Government of Maharashtra
8th floor, New Administrative building.
Opp. Mantralaya, Mumbai-32.

Sub : Technical Bid in respect of Printing & delivery of Maharashtra State Lottery Tickets.

In response to your bid notice published in newspaper & website <https://mahatenders.gov.in>, I /We furnish our particulars as under:

1.	Name & address of the printing press.	
2.	Address of the administrative office with Mob.No., Telephone numbers, Email address, website etc.	
3.	Address and telephone numbers, Mob. No. of the liaison office in Mumbai, (If the printing press is situated outside Mumbai.)	
4.	In case of sole Proprietorship, full name and address of Proprietorship; in Case of partnership firm, the name and address of all partners, with Proof of registration along with partnership deed. (Company registered under Companies Act 1956, enclosed copies of Memorandum & Articles of Association and Registration Certificate.)	
5.	Copy of approval by the Reserve Bank of India (RBI)/ Indian Bank Association (IBA)	
6.	The Net worth certificate certified by Chartered Accountant as on 31 st March,2020	
7.	Audited Balance sheet for last 3 financial years.	
8.	Income Tax Returns for last 3 financial years.	
9.	GST Returns for the last 3 financial years	
10.	Details of the security printing work carried out in last 3 years (In separate enclosure)	
11.	Proof of all documents mentioned in pre-qualification conditions of tenderer in para 12 of Bid Document.	
12.	Any other information the bidder wants to furnish,	

	with documents, if requires.	
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We agree the terms and conditions in bid documents and as stipulated in the Maharashtra State Lottery Rules, 2000- part – I, The Lotteries (Regulation) Rules, 2010 or any other Act or Rules or the Lotteries (Regulation) Act, 1998.

Yours Faithfully,

Dated: _____

(To be signed and sealed by the sole proprietor/one of the partner in case of Partnership firms/ one of the Director in case Pvt./Public Limited companies.)

NOTE:

Complete information should be given in each column even if the same may be available in the department. Any Bid not giving complete information on any of the above points shall be considered invalid. No column should be left blank.

FINANCIAL BID FORM

Envelop No.2

To.
The Commissioner,
State Lotteries, Finance Dept.
Government of Maharashtra
8th floor, New Administrative building.
Opp. Mantralaya, Mumbai-32.

Sub: Financial Bid in respect of Printing & delivery of Maharashtra State Lottery Tickets.

Madam / Sir,

In respect to your Bid Notice published in newspaper & website <https://mahatenders.gov.in> & in newspapers we quote our offers:
The rate as per BOQ (Bill of Quantity) file.

Note: 1. Posters of size 60 cm x 45 cm (90GSM Croma Art Paper) should be supplied free of cost. Five Hundred posters per one lakh tickets should be printed and supplied with tickets. Therefore separate rates should not quoted for posters.

Note: 2. The tickets should be printed in four colours in front side and in one colour on rear side.

Note: 3. The above rates are all inclusive, and include the cost of paper, designing, printing, numbering, binding & packing, transportation, delivery, including GST & other taxes & duties payable to Central / State Governments.

We are aware that the number of tickets to be printed may increase or decrease and no claim on that account shall be made by us. We are aware of the delivery schedule being 15 days after order for printing is communicated. Under special circumstances the delivery time may be reduced to 10 days.

Dated: _____

Yours Faithfully,

(To be signed and sealed by the sole proprietor/one of the partner in case of Partnership firms/ one of the Director in case Pvt./Public Limited companies.)

NOTE:

Complete information should be given in each column even if the same may be available in the department. Any Bid not giving complete information on any of the above points shall be considered invalid. No column should be left blank.