



**THE MAHARASHTRA AGRO-INDUSTRIES
DEVELOPMENT CORPORATION LIMITED**

(A Govt. of Maharashtra Undertaking)

(Registered under Companies Act, 1956)

• **Branch Office :**

Krushni Udyog Bhavan,
Dinkarrao Desai Marg,
Aarey Milk Colony,
Goregaon (East),
Mumbai 400 065.
Telephone : 29272027/28/29 Fax
: 28719398/99
Telegram : "SUGRAS",
Mumbai 400 065.

CIN No.UO5000MH1965SGC013380

Ref.No.MAIDC/Trd-Pest/2015-16/Tender-3

Date:20-04-2015

To,

M/s. _____

Sub: - (Short Tender for purchase of following Trading Pesticides in manufacturer's brand).
Ref : - Our Tender Notice No. MAIDC/Trd-Pest/15-16/Tender-3 Dtd. 20-04-2015

Dear Sirs,

E-tenders are invited for purchase of 45 nos. of trading pesticides on following terms & conditions enclosed. The material is required during April-2015 to March 2016 at any where in Maharashtra for supply in various Govt. schemes of Agriculture Department. MAIDC reserves the right to negotiate the rates after opening of the tender. MAIDC also reserves the right to accept any tender in part or whole or to reject all tenders without assigning any reason thereof.

Sr. No.	Category	Products
1	Insecticides	Acephate 75% SP, Dichlorvos 76% EC, Phorate 10% CG, Profenophos 50% EC, Spinosad 45% SC, Triazophos 40% EC, Buprofezin 25% SC, Emamectin Benzoate 5% SG, Thiamethoxam 25% WG, Lambda Cyhalothrin 5% EC, Chloraniliprole 18.5% SC(Ranaxypyr), Flubendiamide 20% WG, Flubendiamide 480 AS, Flonicamid 50 % WG. Cartap Hydrochloride 50% SP, Acephate 50%+Imidacloprid 1.8% SP
2	Fungicides	Fosetyl AL 80% WP, Sulphur 80% WP, Propiconazole 25% EC, Captan 50% WG, Thiophanate methyl 70% WP, Azoxystrobin 23.7%, Carbendazim 12% + Mancozeb 63% WP, Tricyclazole 75% WP
3	Weedicides	Metsulfuron Methyl 20% WP, Sulfosulfuron 75% WG, Pendimethalin 30% EC, Glyphosate 41% SL, Paraquate Dichloride 24% SL, Atrazin 50% WP, Imazethapyr 10% SL, Oxyflorfen 23.5% EC, Pyrazosulfuron Ethyl 10% WP, Quizalofop Ethyl 5% EC, Propaquizafop 10% EC, Metribuzin 70% WP, Diuron 80% WP, 2,4-D Ethyl Ester, Pendimethalin 38.7%CS.
4	Others	Validamycin 3 L, Streptocyclin sulphate, Mepiquate chloride 5% AS, N.A.A., Sticker, Mineral Oil

- 1) CIB Guideline : The supplies will be governed as per guidelines given by CIB & RC vide their circular.
- 2) Shelf life : 2 years. Fresh material should be supplied
- 3) Manufacturing Date : Should not be older than three months at the time of supply
- 4) Packing :- Good packing as per BIS specification.

5) Delivery schedule: Delivery schedule will be given after placement of purchase order as per requirement.

6) Destinations : Any where in Maharashtra state upto Taluka / Mandal level.

7) Rate : Rate should be submitted on FOR destination basis any where in Maharashtra (i.e. inclusive of freight & insurance) with detail bifurcation such as basic rate, discount on basic rate, E.D., Cess, M-VAT/CST, LBT etc. on 30 days credit basis. MRP should not be less for supply in open market than commissioner of Agril. finalized rate.

8) Documents to be uploaded : Copies of a) Valid manufacturing license of above product b) Valid ISI License (if product bears ISI Mark) should be uploaded and also submit copies of State & Central Sales Tax Registrations. c) Valid Selling license for Maharashtra state.

The tenderers should submit his offer Online with superscribed format as Envelope 'T1'- Technical Bid & Envelope 'C1' - Price Bid.

Envelope 'T1' Technical Bid should contain following documents –

- 1) **Earnest Money Deposit** :-Appropriate amount mentioned below of EMD paid online only.

Earnest Money Deposit to be paid with this tender is Rs.50,000/- (Rs. Fifty thousand only) (using credit card/debit card, net banking, NEFT, RTGS). If the tenderer is SSI Units, he will be exempted from payment of EMD (Compulsory to submit copy of SSI Registration of Directorate of Industries).

2) Copy of valid manufacturing License of the product.

3) Copy of valid selling license for Maharashtra.

4) If product bears ISI mark, then copy of valid ISI marking License.

5) **If tenderer obtains vendor's certificate issued by MAIDC the same can be uploaded instead of uploading technical documents.**

6) Tender document fees Rs.500/- should be paid via online payment gateway only (Credit card/debit card/net banking).

Envelope 'C1' Price Bid should contain only the rate in prescribed format.

Rate: Rate should be on FOR basis at any where in Maharashtra state. Rate should be submitted with detailed bifurcation such as basic rate, Discount on basic rate, E.D., Cess, VAT / CST. , LBT etc.

If any discrepancy is found in submission of tender as specified above, the tender offer is liable to be rejected.

The envelope 'T1' will be opened first & envelope 'C1' will be opened only if the contents of envelope 'T1' are found as per requirement. Otherwise the tender offer will be rejected.

Tender offer will be opened on 06-05-2015 at 02.00 PM. at our Goregaon office in presence of tenderers.

Thanking You,

Yours faithfully,
for The M.A.I.D.C. Limited.

Sd/-
(A.B.Uplenchwar)
DY.GEN.MANAGER (PEST)

Encl.: 1) Format of company information.

2) Tender Format.

3) General Terms & Conditions.

Note :The format of company information & Tender format should be filled completely in all respects.

REGD. OFFICE & FACTORY : Plot No. C-4, M.I.D.C. Area. Shivani. AKOLA-444 104. **Tel. No.** 0724-2258052/53/54.
Fax No. 0724-2258053

LOTE PARSHURAM FACTORY : Plot No. F-4, M.I.D.C. Indl. Area, Lote Parshuram, Tal. Khed, Dist. Ratnagiri-415722.
Tel. No : 02356-272572,

These Documents are in technical envelope-T1

Format of company information

- 1) Name of the company:
- 2) Registered office address
- 3) Address for correspondence
- 4) Name of the authorized signatory
- 5) Designation of the authorized signatory
- 6) Mobile No. of the authorized signatory
- 7) Name of the other contact person
- 8) Designation of the contact person
- 9) Mobile No of the contact person
- 10) Land line Nos. of the company
- 11) Fax Nos. of the company
- 12) e-mail address of the company
- 13) VAT TIN No. (Maharashtra sales tax)
- 14) CST Registration No.
- 15) PAN No. of the company
- 16) Bank details of the company for payments by RTGS
 - a) Beneficiary Name
 - b) Account No.
 - c) Centre (Location)
 - d) Bank Name
 - e) Branch address
 - f) Account type
 - g) IFSC Code

Also please enclose a cancelled cheque of above account for our ready reference.

Name & Designation of
Authorised signatory :

Authorised Signature of
Bidder with seal. & Date

Schedule for tender

Sr.No.	Stages		Start date and Time	Expiry date and Time
	Department	Bidders		
1	Release Tender		22.04.2015, 11.00 AM	23.04.2015, 11.00 PM
2		Tender Downloading	23.04.2015, 11.01 AM	05.05.2015, 23.00 PM
3		Bid Preparation and submission	23.04.2015, 11.01 AM	05.05.2015, 23.00 PM
4	Close Technical Bid		05.05.2015, 23.01 PM	06.05.2015, 14.00 PM
5	Close Price Bid		05.05.2015, 23.01 PM	06.05.2015, 14.00 PM
6		Re-Encryption and Decryption	06.05.2015, 14.01 PM	08.05.2015, 11.00 AM
7	Technical Bid Opening		08.05.2015, 11.01 AM	08.05.2015, 18.00 PM
8	Price Bid Opening		08.05.2015, 11.01 AM	08.05.2015, 18.00 PM

Commercial Bid (Envelope-C1)

Rates of Pesticides including E.D., transportation, insurance, other taxes, etc.

Sr. No.	Name of Products	Packing size	Basic price per pack (Rs.)	MVAT (Rs.)	Total (Rs.)	Trade Discount (Rs.) if any	Net offered Price per pack after trade discount (Rs.)
A	Insecticides						
1	Acephate 75% SP	250 gm					
		500 gm					
		1 kg					
2	Dichlorvos 76% EC	250 ml					
		500 ml					
		1 ltr					
3	Phorate 10% CG	1 kg					
4	Profenophos 50% EC	250 ml					
		500 ml					
		1 ltr					
5	Spinosad 45% SC	50 ml					
		100 ml					
		250 ml					
6	Triazophos 40% EC	250 ml					
		500 ml					
		1 ltr					
7	Buprofezin 25% SC	250 ml					
		500 ml					
		1 ltr					
8	Emamectin Benzoate 5% SG	50 gm					
		100 gm					
		250 gm					
		500 gm					
9	Thiamethoxam 25% WG	50 gm					
		100 gm					
		250 gm					
		500 gm					
10	Lambda Cyhalothrin 5% EC	250 ml					
		500 ml					
		1 ltr					

Sr. No.	Name of Products	Packing size	Basic price per pack (Rs.)	MVAT (Rs.)	Total (Rs.)	Trade Discount (Rs.) if any	Net offered Price per pack after trade discount (Rs.)
11	Chloraniliprole 18.5% SC (Ranaxypr)	30 ml					
		60 ml					
		150 ml					
		300 ml					
12	Flubendiamide 20% WG	50 gm					
		100 gm					
		250 gm					
		500 gm					
13	Flubendiamide 480 AS	50 ml					
		100 ml					
		250 ml					
		500 ml					
14	Flonicamid 50 % WG	30 gm					
		60 gm					
		150 gm					
15	Cartap Hydrochloride 50% SP	50 gm					
		100 gm					
		250 gm					
16	Acephate 50%+Imidacloprid 1.8% SP	250 gm					
		500 gm					
		1 kg					
B	Fungicides						
1	Fosetyl AL 80% WP	250 gm					
		500 gm					
		1 kg					
2	Sulphur 80% WP	500 gm					
		1 kg					
3	Propiconazole 25% SC	250 ml					
		500 ml					
		1 ltr					
4	Captan 50% WG	100 gm					
		250 gm					
		500 gm					

Sr. No.	Name of Products	Packing size	Basic price per pack (Rs.)	MVAT (Rs.)	Total (Rs.)	Trade Discount (Rs.) if any	Net offered Price per pack after trade discount (Rs.)
5	Thiophanate Methyl 70% WP	100 gm					
		250 gm					
		500 gm					
		1 kg					
6	Azoxystrobin 23.7 % SC	50 ml					
		100 ml					
		250 ml					
7	Carbendazim 12% + Mancozeb 63% WP	100 gm					
		250 gm					
		500 gm					
		1 kg					
8	Trycycloazole 75% WP	100 gm					
		250 gm					
		500 gm					
		1 kg					
C	Weedicides						
1	Imazethapyr 10% SL	250 ml					
		500 ml					
		1 ltr					
2	Metsulfuron Methyl 20% WP	8 gm					
		16 gm					
3	Sulfosulfuron 75% WG	8 gm					
		16 gm					
4	Pendimethalin 30% EC	250 ml					
		500 ml					
		1 ltr					
5	Glyphosate 41% SL	250 ml					
		500 ml					
		1 ltr					
6	Paraquate Dichloride 14% SL	250 ml					
		500 ml					
		1 ltr					
7	Atrazin 50% WP	500 gm					
		1 kg					

Sr. No.	Name of Products	Packing size	Basic price per pack (Rs.)	MVAT (Rs.)	Total (Rs.)	Trade Discount (Rs.) if any	Net offered Price per pack after trade discount (Rs.)
8	Oxyflorfen 23.5% EC	100 ml					
		250 ml					
		500 ml					
9	Pyrazosulfuron Ethyl 10% WP	20 gm					
		80 gm					
		120 gm					
10	Quizalofop Ethyl 5% EC	250 ml					
		500 ml					
		1 ltr					
11	Metribuzin 70% WP	100 gm					
		250 gm					
		500 gm					
12	2,4-D Ethyl Ester	100 ml					
		250 ml					
		500 ml					
		1 ltr					
13	Propiquizaop 10% EC	100 ml					
		250 ml					
		500 ml					
		1 ltr					
14	Diuron 80% WP	500 gm					
15	Pendimethalin 38.7% CS	350 ml					
		700 ml					
D	Others						
1	Validamycin 3 L	50 ml					
		100 ml					
		250 ml					
2	Streptocyclin Sulphate	8 gm					
3	Mepiquate Chloride 5% AS	100 ml					
		250 ml					
		500 ml					
		1 ltr					

Sr. No.	Name of Products	Packing size	Basic price per pack (Rs.)	MVAT (Rs.)	Total (Rs.)	Trade Discount (Rs.) if any	Net offered Price per pack after trade discount (Rs.)
4	N.A.A.	50 ml					
		100 ml					
		250 ml					
5	Sticker	1 ltr					
		5 ltr					
		10 ltr					
6	Mineral Oil (Pl. see technical terms)	1 ltr					
		5 ltr					
		10 ltr					

1. Cash discount offer in lieu of credit period.....%.
2. We have read the terms and conditions of the tender and hereby confirm that these are binding on us.
3. **Note:-** Please print this format and filled all columns, seal, sign at the bottom and scan this format and upload in commercial envelop.

Name & Address of Company

Signature of bidder with seal

THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.
KRUSHIUDYOG BHAVAN AAREY MILK COLONY, DINKARRAO DESAI MARG,
GOREGAON (EAST), MUMBAI 400 065.

GENERAL TERMS AND CONDITIONS

Ref: MAIDC/Trd-Pest/2015.16/Tender-3/

Date:20.04.2015

- 1) Terms and conditions hereinafter shall be binding on the tenderer & MAIDC Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to **MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.** Online only.
- 2) **DEFINITION & INTERPRETATION:**
In this contract for the General and Special terms and conditions the words will have the following meanings unless the context otherwise requires.
 - a) **"Acceptance of tender"** means the letter or memorandum communicating to the tenderer for acceptance of this tender.
 - b) **"Contract"** means invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified. In the acceptance of tender that includes repeat order which has been accepted or acted upon by the tenderer.
 - c) **"Tenderer"** means the person/firm/company with whom the contract is made and includes his legal heirs, executors, administrators or successors and permitted assigns, as the case may be.
 - d) **"Purchaser"** means any person who is authorized by Managing Director of Maharashtra Agro Industries Development Corporation Ltd. to deal with the tenderer.
 - e) **"Managing Director"** means Managing Director of Maharashtra Agro Industries Development Corporation Ltd.
 - f) **"Officer"** means any person who is authorized by Managing Director of Maharashtra Agro Industries Development Corporation Ltd. to deal with the tenderer.
- 3) **PARTIES:**
The parties to the contract are the tenderer and the purchaser.
- 4) **SUBMISSION OF TENDER QUOTATION:**
Tenderer should submit their tender via e-tendering system on site "<https://maidc.maharashtra.etenders.in>"
- 5) **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE TENDERER :**
The tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents which or a duly certified copy of the same shall be attached with the tender.

OR

A person signing the tender or any documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person who is signing had no authority to do so, the Managing Director may, without prejudice to any other right to remedy of the purchaser, cancel the contract in the part or full and or purchase the material at the risk and cost of such a person and hold such person liable to the purchaser for all cost damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchaser.
- 6) Address of the tenderer and notice and communications shall be sent unless the tender has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Managing Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the purchaser, in relation to the contract may be issued to the tenderer by office and all such communication and notices may be served on the tenderer either by registered post or under certificate of posting or by ordinary post or by hand delivery at option of such officer.
- 7) **AUTHORITY OF THE MANAGING DIRECTOR/OFFICER :**
For all the purposes of the contract including arbitration proceeding therein, the Managing Director and/or officer shall be entitled to exercise all the rights and powers of the purchaser.
The purchaser shall scrutinize all the tenders received by them. The tenders shall be opened on the day and time fixed in advance. The tenderer shall be at liberty to remain present at the time of opening tenders. After scrutinizing the tenders it shall be the right of the purchaser either to accept a single or more tenders and/or to reject any one or all the tenders. The purchaser shall not be bound to give any reason either for acceptance or rejection of tender. **No correspondence/ communication/ compensation claim in this respect from tenderers shall be entertained.**

8 REJECTION OF TENDER

Any tender

which varies from our terms & conditions or stipulate counter conditions

OR

which fails to provide required information or is otherwise incomplete.

OR

which is received from the tenderer/his partner having implicit or explicit relations with the employee of the purchaser is liable to be rejected.

9) ACCEPTANCE OF TENDER

The acceptance of tender will rest with the purchaser, which does not bind itself to accept the lowest tender and reserves to itself the right

- i) To reject any or all tenders,
- ii) To split the purchase amongst two or more tenderers – Purchaser will split the purchase amongst tenderers finalized at its sole discretion.
- iii) Purchaser reserves the right to split the purchase in whole or in part without assigning any reason whatsoever.
- iv) Purchaser does not guarantee any minimum quantity during the tenure of the contract.
- v) To negotiate with one or more tenderers for revision of rates downwards if the purchaser feels that the rates so received are not appropriate.
- vi) To reject the tender on the basis of unsatisfactory performance of the tenderer in subject or previous contract with the purchaser.
- vii) To reject the tender of delisted tenderer by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- viii) To reject the tender having financial or business association with the purchaser's employee.
- ix) To reject any tender who have quoted abnormal Low/High rate in comparison with the prevailing market rate &/or the rates received last 3 (three) years for the said bid.
- x) When tenders are received from any proprietorship/firm/companies having the same proprietor or one or more partners/Directors in the business organization of any other party (hereinafter called common firms), such tenders shall be considered as having been received from only one applicant in different names and the lowest acceptable quotation of such common firm shall only be considered for evaluation.
- xi) When tenders are received from any proprietorship/firms/companies having one or more common business facilities such as CIN No. telephone, fax, emblem, address etc. shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered.
- xii) The participating tenderer will not be allowed to do similar business with any other Government Undertaking Corporation/Federation. If observed, the contract awarded to the tenderer should be terminated with immediate effect. And Earnest Money Deposit as well as Security Deposit will be forfeited.

10 ASSIGNMENT OR SUBLETTING OF CONTRACT

The supplier shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of the purchaser, which consent the purchaser shall be entitled to withhold without assigning any reason or ground thereof. Any breach of this condition shall entitle the purchaser to take such steps as may be necessary and also terminate the contract. Such termination shall also render the supplier liable for payment to the purchaser in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of work by the supplier, shall not establish any contractual relationship between the sub supplier and the purchaser and shall not release the supplier of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the supplier shall be reimbursed the purchaser for the same by making payment thru a demand draft.

11. EARNEST MONEY

- a) The interested bidders will have to make online payment (using credit card/debit card net banking/NEFT/RTGS) of Rs.50000/- (inclusive of all taxes) at the time of entering online bid submission stage of the tender schedule.
- b) That if the tenderer backs out after submission of tender (within the validity period of the tender) and on before or after acceptance of his tender (either whole or in part) the purchaser shall have right to forfeit the amount of earnest money deposit.
- c) Amount of earnest money shall be refunded within a period of 90 days from the date of opening the tenders to the tenderer whose tenders are not accepted by the purchaser. In case of tenderers whose tenders and or tender are/is accepted by the purchaser, their amount of earnest money deposit shall remain with purchaser till the completion of contract, until accounts are settled.

12. SECURITY DEPOSIT.

- a) Those who are not Govt. Undertaking do not have Govt. participation shall be required to pay Security Deposit. The tenderer whose tender is accepted by the purchaser shall deposit an amount of Security Deposit equivalent to 5% of the value of the material for which the supply order is placed on him by the purchaser, however, amount of security deposit shall not exceed Rs.5,00,000/-. The amount of Security Deposit shall be deposited by the tenderer in cash or in the form of Bank Guarantee (in the proforma prescribed by the purchaser) for equivalent amount from the scheduled Bank.
- b) Bank Guarantee furnished by the tenderer (as stated above) shall be valid for the period of one year and Bank Guarantee shall cover due and proper fulfillment/performance of the contract on the part of the tenderer. The Security Deposit (above mentioned) shall be retained by the purchaser during the period of contract till the settlement of the accounts/transactions arising out of the contract. No interest shall be paid on the amount of Security Deposit.
- c) If contract is fulfilled/completed within the prescribed period and if the period for performance of the contract is extended by the purchaser, in that case tenderer shall have to extend the period of Bank Guarantee and/or furnish fresh Bank Guarantee covering such extended contract during the extended period.
- d) If the tenderer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the purchaser to forfeit either in whole or in part the Security Deposit deposited by the tenderer. Same as aforesaid if the tenderers duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the purchaser shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the purchaser may have incurred and all dues and other moneys including of losses and damages which the purchaser is entitled to recover from the tenderer.

13. VALIDITY OF TENDER:

The rates offered by the tenderer shall be valid for acceptance for minimum of 90 days from the date of opening of tender.

14 A. RATES:

- a) The rates specified in the tender should be exclusive of MVAT (MVAT/CST may be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply anywhere in the State of Maharashtra. Any other taxes, duties, levies by whatever name called imposed and livable on the material sold in pursuance of this contract will be borne by the tenderer.
- b) No rate revision will be considered during the period of contract. However any increase/decrease in the statutory Levies will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.
- c) Rates should be offered for **60 days credit basis**.
- d) The tendered quantity once accepted and purchase order placed with the tenderer by the purchaser, the supplier shall be bound to supply the same. The tenderer should offer only such quantity, which they are in position to supply during the contract period.
- e) The supplier shall not sell product being offered at the lower price than the quoted to the purchaser even by giving any additional trade discount or incentives during the validity of tender. If such discount is noticed the purchaser shall restrict all payments to such lower rate.

14 B. Cash discount offered in lieu of credit period.

15. PAYMENTS :

- i) Purchaser will be liable to make the payment subject to the receipt of material as per CIB Specifications, receipt of G.R.Notes from the Regional Offices and receipt of supplier's invoice in triplicate accompanying with Lab Test Report.
- ii) Security Deposit amount will be refunded to the successful tenderer only after the completion of contract with in respects and by providing VAT paid confirmation certificate duly certified by concern Chartered Accountant.
- iii) Randomly drawn samples by concerned Govt. Authorities from the material supplied will be tested at Govt. laboratories. If the sample is declared fail in analysis report, the payment for that particular batch will not be paid to the tenderer, if at all paid, then such amount will be recovered from the bill of tenderer.

16. RISK & COST

The submission of tender along with the Terms & Conditions duly signed and sealed by the tenderer will be deemed as acceptance of the Terms & Conditions by the tenderer. Once the rates offered by the tenderer are accepted by the purchaser and that if the tenderer backs out after submission of tender and/or acceptance of his tender, the purchaser shall have right to purchase the material on the risk & cost of the tenderer. Tenderer is liable to pay losses incurred by MAIDC LTD in such transaction.

Purchaser reserves the right to blacklist supplier in future participation in the tenders in case of non-supply of indented quantity and substandard supply.

17. TAXES:

- a) The tenderer should indicate in detail the taxes applicable as per VAT (percentage of applicable MVAT/CST may please be mentioned in the tender) the requirement of submission of various forms under the VAT. He shall also have to quote his VAT/CST registration number. Form N 15 will not be issued.
- b) That in case the rates quoted by the tenderer are inclusive of State Sales Tax then tenderer will have to make it clear whether they shall issue declaration in Form 31 or otherwise.
- c) That in case the excise duty is applicable and payable on the material and if rates quoted by the tenderer are inclusive of excise duty, the tenderer shall have to furnish necessary documentary proof to prove that the excise on the material has been paid by the tenderer. This has to be submitted along with the invoice of the material (the percentage of excise duty applicable/ payable on the material will have to be indicated in the tender).

18. PACKING & FORWARDING:

The packing & forwarding charges are to be borne by the tenderer. The mode of packing should be indicated by the tenderer while submitting the tender

19 INSURANCE

Whenever rate accepted for FOR delivery of the material, the tenderer shall be fully responsible for the breakages/damages and/or losses of the material during the transit. Insurance charges for the material shall be borne by the tenderer.

20. DELIVERY & DELIVERY SCHEDULE

- a) After receipt of firm indent form concern Govt. Authorities i.e. 1) Taluka Agriculture Officer (TAO), 2) District Superintendent Agriculture Officer(DSAO), 3) Joint Director of Agriculture (JDA), 4) Agriculture Development Officer (ADO), 5) Sub Divisional Agriculture Officer (SDAO) and 6) Agriculture Universities. Our Regional Office will place Purchase Order to the concern tenderer will be placed with the delivery schedule. The quantity, place and date is mentioned in the delivery schedule. The Tenderer shall be bound to effect the deliveries strictly according to the date and specifications and other instructions mentioned therein.
- b) The purchaser shall have right to make alteration/modification in the delivery schedule as per the indents received from the Government Authorities in Purchase Order placed. The tenderer will have to deliver the material from the date of placement of purchase order accordingly.
- c) That if the tenderer fails to deliver the material or any part thereof within the period fixed for such delivery the purchaser may without prejudice to the right of the purchaser, recover damages for breach of contract.
- d) The time for and the date of delivery of material stipulated to the delivery schedule shall be deemed to be the essence of the contract and delivery must be completed not later than the date (s) as specified in the delivery schedule.

21. WEIGHMENTS/ SAMPLING

Random samples will be drawn as per the norms of CIB by concerned Government Authorities. Samples drawn so, will be final. Batch wise sample will also be tested at our own testing laboratory at MIL and only after receipt of their payment will be released.

22. REJECTION OF SUPPLIES

- a) Analysis Report of Pesticides sample will be considered as final report.
- b) If the Analysis report indicates sample failure according to specifications given in CIB, in such cases the purchaser reserves right to withhold the payment of the batch mentioned therein.
- c) In case the sample drawn by Govt.Authority is declared fail in the analysis, it will be sole responsibility of the tenderer to make an appeal for referee analysis as per CIB.

23. WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED

Whenever any claim or claims for payment of sum of money arise out of or under the contract against the tenderer, the purchaser shall be entitled to withhold also for a lien to retain a sum or sums in whole or in part from the pending bills and 'EMD' of the tenderer for the aforesaid purpose the purchaser shall be entitled to withhold said pending bills and EMD and also for a lien over the sum pending finalization or adjudication of any such claim. In the event of pending bills and EMD being sufficient to cover the claim amount or amounts or if no pending bills and EMD are there from the tenderer, purchaser shall be entitled to withhold and have a lien to retain to the extent of such a claim amount or from any sum of amount referred to be found payable or which at any time thereafter may become payable to tenderer under this contract or any other contract with the purchaser. If it is an agreed terms or the contract against the sum of money or moneys so withheld or retired under the lien referred to above, by the purchaser till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the tenderer will have no claim interest or damages whatsoever or

any action in respect of such withholding or retention under the lien referred to and duly notified as such to the tenderer, for the purpose of this clause whether the tenderer is partnership firm or limited company, the purchaser shall be entitled to withhold and also have lien to retain towards such a claim the amount or amounts in hold or in part from any sum found payable to any partner limited company as the case may be whether in individual capacity or otherwise.

24. a. The tenderer shall agree that it will indemnify and hold purchaser harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which purchaser may suffer or incur and which arise out of tenderer's breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the tenderer or any liability incurred or claimed against purchaser by any person whatsoever with regard to quality contents, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of purchaser or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by purchaser directly or indirectly as a result of arising out of the foregoing or breach or nonobservance.

b. Without prejudice to the above, it will also be specifically agreed by tenderer that it will indemnify purchaser against any loss suffered by purchaser on account of quality problems such as nutrient deficiency, weight, moisture, water soluble contents etc. and all other liabilities including legal expenses arising out of non-confirmation of CIB specifications.

25. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the laws of India for time being in force. Irrespective of the place of delivery, the performance or the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.

26. JURISDICTION OF COURTS

The courts of the place from where the acceptance of the tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

27. ARBITRATION

In the event of any dispute or differences arising out or relating to, under or in respect of this contract, the same shall be referred at the written request of either party to a sole arbitrator to be appointed by Managing Director of MAIDC Ltd. in accordance with the Arbitration and Conciliation Act, 1996 and the Rules, if any, made there under and any statutory modifications or re-enactment thereof. The venue of arbitration proceedings shall be at Mumbai. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.

If at any point, proceeding, during or after the currency of the present tender it is found that the concerned supplier has tried/has approached any of the official of the Corporation to influence outcome of the tender, the supplier concerned shall be summarily debarred from any further dealings with the Corporation

The tenderer and the purchaser shall not be responsible for delay and/or breach of performance on account of force majeure conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts, trade disputes or concerned acts of workmen lasting over 15 days, fires, floods, severe draughts, earthquake, explosion, riots, war break down. However, the party affected by such force majeure situation shall intimate the other party forthwith. In the event to supply the required quantity on account of labour problems or situation arising out of force majeure, intimation in writing shall be given to purchaser by the tenderer, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labour problems persists for more than 1 months and the tenderer is unable to fulfill its obligations, purchaser will have option to terminate this contract by giving written notice to this effect.

Other Terms:-

1. Rates should be quoted including the delivery at the **Taluka Head Quarters and Mandal level** in the State. Transit Insurance to be done by the manufactures.

2. Rates quoted should with all duties such as custom and excise, C.S.T., VAT. and G.T. as they are extra wherever applicable. It should be shown separately for each item. Tenderer should quote their Sales Tax Registration Nos.
 3. **It must be noted by the tenderer that no alternative offers can be made to any item. Such tenders are likely to be rejected.**
 4. Delivery period quoted should be firm and material should be supplied within 8 days from the date of placing order.
 5. The tenderer should state whether he has previously supplied the Pesticides, to any consignee under the Government of Maharashtra, giving reference Nos. & date. Their addresses, prices and phone numbers should be supplied.
 6. Tenderer should quote the number and date if they are registered with C.S.P.O.,(i) as approved contractors of (ii) as a Small Scale Unit or (iii) with D.G.S.& D., New Delhi and forward an attested copy of the same.
 7. Firms not registered with C.S.P.O. AND D.G.S.& D or S.S.I Unit with Directorate of Maharashtra, Maharashtra State or N.S.I.C. should pay Earnest Money Deposit @ 3% of the value of the stores tendered or maximum Rs.50,000/- towards Earnest Money online only.
- (a) If called for, the tenderer / Manufacturer shall have to produce a test certificate for the Pesticides he has quoted, from any of Government Pesticide Testing Laboratory.
- (b) In case such certificate is not furnished the MAIDC Ltd., Goregaon, Mumbai 65 may test the material supplied at the manufactures cost in any of the Laboratories mentioned above.

Technical Terms:-

Specification of Mineral oil:-

1. Paraffin content :- More than 70%
2. Viscosity range :- 8 to 15 CST
3. Unsulphonated residue :- More than 95%
4. Sulphur content :- Less than 500 PPM
5. Carbon chain between C19 to C22
6. Boiling range 140 to 180 degree C.

We have read the terms and conditions of the tender and hereby confirm that the same are accepted and binding on us.

Authorized Signature of tenderer with seal

NB:- The tenderer should sign and place seal on each page.