

# Maharashtra Insecticides Limited

(A Subsidiary Company of M.A.I.D.C. Ltd., Mumbai)

(Incorporated under Companies Act. 1956)

GST No. 27AABCM8932B1ZM

CIN No.UG24210MH1984SGC032856

CIN No.UO5000MH1965SGC013380



MUMBAI OFFICE

C/o. The Maharashtra Agro-Industries  
Development Corporation Limited.

Krushu Udyog Bhavan,

Aarey Milk Colony Compound,

Goregaon (East), Mumbai – 400 065.

Tel. : 29272064

Email Id-pesticidesmaidc65@gmail.com

Ref.No. MIL/Pest/EOI/2025-26/F.FTraps & Lures/87

Date: 23/04/2025

## **Expression Of Interest (E.O.I.) Notice**

To,

M/s, -----

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**Subject: : Invitation for Expression of Interest (EOI) from the Reputed Manufacturers  
/Traders to Solicit Interest for supply of various Components required for  
manufacturing of Fruits Fly Traps & Vegetables, Fruit crops Lures to MIL.**

Online digitally signed Expression of Interest are invited from the manufacturer/Traders for the following options -

1. The supply of above Components of Fruit Fly Traps and Components of Lures on FOR basis as per specification (**See Specification/ design/ sketch of Components of Fruit fly trap s and Components of Lures, Sticky Traps,**)
2. Supply of Components of Fruit Fly Traps and Components of Lures on FOR basis at the MIL Akola as per demands from time to time.

### **3. Background (About M.I.L).**

The Maharashtra Insecticides Ltd is a Subsidiary company of The MAIDC Ltd. MIL engaged in the Production of various types of Insecticides, Fungicides, Weedicides, Bio-Pesticides & PGR. All the Pesticides are formulated under the brand name 'Krushu Udyog'. This brand name has established goodwill in the farmers since last 58 years. The products manufactured by MIL is Marketed by The MAIDC through its strong dealer's network and under various Govt. Schemes, in Maharashtra State.

### **4. ELIGIBILITY CRITERIA FOR THE BIDDERS: -**

- 1) Manufacturers / Traders are eligible for participation having proven track record.
- 2) They shall have mentioned available facilities (Required plant and machinery for manufacturing of Components of Fruit fly trap s and Components of Lures with monthly production capacity, Supply Capacity, Storage Capacity etc.
- 3) Necessary Factory Inspection shall be carried out by our officials if required.

## **5. QUALITY ASPECT: -**

The quality norms shall be strictly as per Specification mentioned in EOI document and maintaining the quality as aforesaid shall be the sole responsibility of the successful bidder. For further details, please refer Special Note & all the General Terms and Conditions (Annexure "C").

- 1) Components of Fruit Fly Traps specification shall be approved (Tested) by **CIPET** (Central Institute of Plastic Engineering Technology, Chhatrapati Sambhajinagar) is necessary.
- 2) Components of Lures specification /Testing shall be tested by Any authorized Govt. Laboratory OR **Indian Institute of Chemical Technology, Hyderabad** is necessary.
- 3) Testing charges shall be borne by the bidder only.

## **6. CONTRACT PERIOD: -**

The EOI is invited for **the period of Two years i.e. April 2025 to March 2027**. However, the interested bidders submitting their proposals shall be able to extend the supply contract for further mutually agreed period..

## **7. RATES: -**

The rates quoted by the bidder shall be competitive with the market. The rates quoted shall be on FOR destination basis inclusive of insurance, freight, loading/unloading etc. with detail bifurcation such as basic rate, GST etc. on **Back-to-Back payment term basis**. Further, it may be noted that any bidder if attempt to quote the rate below the cost of production of a product or abnormally high price than prevailing market price, such bids shall be summarily rejected. **No rate revision shall be considered by MIL during the contract period.**

## **8. PACKING: -**

- a) Components of Fruit Fly Traps for assemble 100 Nos. of Full assembly, packed in CRT box / Bags with proper packing.
- b) Components of Lures for assemble 100 Nos. of Lures Full assembly packed in CRT box with proper packing.
- c) For each batch of product quantity shall not be more than 1,00,000/- units/Nos.

## **9. LEGAL ASPECT: -**

For the supply of Components of Fruit Fly Traps and Components of Lures, purchase order shall be issued as usual. However, the successful bidder shall have to execute an MOU regarding the terms and conditions governing the contract of Components of Fruit fly trap s and Components of Lures mentioned above on the appropriate valued non-judicial stamp paper.

In case of any legal dispute arising during the contract period the jurisdiction shall be at the Court of Mumbai only.

**10. MIL reserves the right to accept or reject any or all the offers at its sole discretion without assigning any reason thereof.**

**Contact Address :-**

Maharashtra Insecticides Limited  
Plot No. C-4, M.I.D.C. Area,  
Phase No. 3, Shivani, Akola-444104.  
E-mail ID : [milakola1@gmail.com](mailto:milakola1@gmail.com)

**(C/o) Maharashtra Agro Industries Development Corporation Ltd.  
Pesticides Division, Krushi Udyog Bhavan, Dr.Dinkar Desai Marg,  
Goregaon (E) , Mumbai-65  
Official Website : [www.maidcmumbai.com](http://www.maidcmumbai.com)  
E-mail ID : [pesticidesmaidc65@gmail.com](mailto:pesticidesmaidc65@gmail.com)**

**11. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS: -**

By submitting a response against the EOI, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

MIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of EOI response by issuing an addendum to be made available on the E-tendering portal in which case all rights and obligations of MIL and the interested bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

**12. ONLINE SUBMISSION: -**

The EOI document along with the Terms & Conditions May be downloaded from the E-tendering portal <https://mahatenders.gov.in> by paying online **Rs. 10,400/- (Ten Thousand Four Hundred only)** (non-refundable). The payment can be remitted through net banking only.

The interested bidders shall have to pay online, the **Earnest Money Deposit of Rs. 2,00,400/- (Rupees Two lakh four hundred only)** by way of net banking at the time of bid preparation. Earnest Money Deposit of successful bidder may be adjusted into Security Deposit. For details, please refer Terms and Conditions. (Annexure - C).

Interested bidder shall have to submit online offers for Free on Road (FOR) delivery basis in the BOQ format provided in **Commercial Bid** only. MIL strictly refers the FOR-delivery terms which may please be noted.

This E-tender/ EOI Procurement procedure is being carried out as per Govt. of Maharashtra Procurement GR भांखस-2014/प्र.क्र.82/भाग-III/उद्योग -4 dtd 01/12/2016

As per Govt. Circular No. भांखस-2018/प्र.क्र.125/उद्योग-4 dtd 06/01/2020 the procurement committee is empowering to amend, alter, relax or restrict any if the Term & Condition mentioned in the tender document. Including technical qualification criteria, commercial offers and/or distribution splitting of quantity of procurement among eligible bidders at any stage of the supply contract.

**It is necessary for the bidder to submit five samples each, All types of Components of Fruit Fly Traps and Components of Lures before closing of EOI. If bidder is not able to submit samples within time, the management shall have right to reject the bidder from this EOI.**

➤ **The Tenders are liable for rejection due to the following reasons: -**

1. Incomplete / non-submission of any of the documents.
2. For any disqualification made by the Corporation.
3. Default in the previous transaction.
4. Incomplete technical and commercial bids.
5. After technical bid opening if required, MAIDC/MIL Officer will visit to manufacturers to check the eligibility of tenderer and only after satisfactory report further agreement will be done.
6. If minimum requirement is not (as per quoted quantity, Plant and machinery / facilities etc.) available at the time of inspection and the sample is not matched/failed with mentioned specification / design / sketch in EOI, MIL have right to disqualify the said bidder.
7. The tenderer is responsible for quality parameters etc.

**8. Special Note: -**

1. Tenderers is instructed to read all General terms and conditions as per Annexure "C" enclosed.
- b. Corporation reserve right to decide (embossing / labeling) suitable / modified procedure for production and supply of Component of Fruit fly Traps / Lures under MIL brand including predelivery inspection and supply on MIL delivery challan etc. and draft suitable agreement / MOU to govern this supply.

Thanking you,

Yours Faithfully,  
For Maharashtra Insecticides Limited.

Sd/-

Vijay R. Patharkar  
Chief Executive (MIL)

### **“Special Notes”**

- ❖ Bidder shall have experience for supply of Components of Fruit Fly Traps/ Pheromone Traps / Components of Lures to MIL/MAIDC/ Govt. of Maharashtra / Govt. Institutions for Preceding last three years.
- ❖ Bidder shall have their own manufacturing Capacity to supply the same.
- ❖ These products are mainly procured to supply under various Govt. Schemes, so all the Quality parameters are as per specifications only.
- ❖ Govt. authority place their demand as per there Crop surveillance report so required quantity is Tentative, hence our requirement is also based on Govt. Orders.
- ❖ The payment of supplied materials shall be made by the MIL Ltd. after receipt of payment from Govt. agencies/ Private Dealer, i.e., on **“Back-to-Back payment term basis”**. Bills for the supplied material shall be prepared in triplicate and sent to the MIL, Akola. **The payment shall be made on receipt of Goods receipt Note (GRN) & Payment Confirmation Certificate (PCC)**, along with Pre-Inspection report of the concerned product. The MIL shall not incur any liability to pay interest on the bills for delay in payment. Payment shall be made after fulfilling the above terms.
  - i. GST or any other taxes, duty or earlier if specified in purchase order and handling charges shall have to be borne by the bidder.
  - ii. If shortage or breakage has been reported, the goods shall be replaced at bidders own cost.
  - iii. If the material is found to be substandard, old or defective, such material shall not be accepted and supplier shall have to replace the material at its own cost.
- ❖ As per the past experience of Govt. Orders for Traps & Lures, MIL shall have to supply in large quantity in limited time all over Maharashtra, to manage demand and supply MIL shall have right to distribute / split quantities of supply order amongst eligible bidders.
- ❖ Pre-supply sampling for each batch of each product shall be carried out by Authorized officials of MIL / Govt. Officials. Initially testing charges shall be borne by MIL & further shall be recovered from concerned suppliers from their supply bills.

## THE MAHARASHTRA INSECTICIDES LIMITED

### 1) The Bidder shall submit offer Online as per Envelope 'A'- Technical Bid & Envelope 'B' - (BOQ) Price Bid.

#### ➤ **Envelope 'A'** Technical Bid shall have following documents: -

1. Receipt of EOI Document Fees Rs.10,400/- as applicable.
2. Receipt of EMD Rs. 2,00,400/- as applicable
3. MSME / SME Certificate for Document Fees & EMD Exemption
4. Copy of Registration Certificate of Company/ Partnership/ Proprietary
5. Company Information as per format enclosed on bidder's letter head (Annexure-B)
6. The Fruit Fly Traps and Lures should be approved by ICAR or any State Agriculture Universities. (MOU with ICAR / Agril. Universities / Approved copies / Lab reports of Fruit fly Traps & Lures should be enclosed with tender Documents in Technical envelope.)
7. Details of Production and Sale for last three years on bidder's letter head (authorized by CA).
8. Average Annual turnover for the last three years of the firm shall be more than 20.00 Lacs (Twenty Lacs) (Certified by Chartered Accountant with UDIN Number)
9. Copy of GST registration certificate.
10. For the purpose of Quality supply, bidders must have experience of supply of Fruit Fly /Pheromone Traps & Lures to MIL / MAIDC / Govt. of Maharashtra/ Any Govt. Department Authorities, for preceding last three years. (Bidder should submit Concern authority certificate / P.O. should be attached herewith)
11. Bidders /participant shall submit at least Five (5) No. of Fruit Fly Traps and each lures Samples to Head Office, Mumbai before Closing date of tender.
12. Undertaking for not black listed by any Govt./Govt. institutes.
13. Undertaking for validity and authentication of document of Envelop 'A'. Submitted by the bidder.
14. Power of Attorney / Resolution / Letter of authority for authorized signatory.
15. Acceptance of General Terms & Condition as per Annexure "C" (Bidder shall have to upload all the pages of General Terms & Condition with proper stamp, seal & sign.)

➤ **Envelope 'B': Financial Bid shall only constitute the rates in prescribed (BOQ) format.**

Rate shall be Free on Road (FOR) delivered at The Maharashtra Insecticide Limited, Akola basis. Rate shall be submitted with detailed bifurcation such as basic rate, Discount on basic rate, GST etc.

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

Envelope 'A' shall be opened first & envelope 'B' shall be opened only if the contents of envelope 'A' are satisfactory as per requirement. Technically incomplete bid offers shall be disqualified.

**\*\* The Documents other than mention in Envelop 'A' should be clearly specify in Envelop 'A' (Table format) if not specify in Envelop 'A', it shall be treat as no other documents requirement.**

- 2) **Bid pre-bid Meeting:** There shall be Prebid meeting on 08/05/2025 at our Head Office, Goregaon (E), Mumbai-65.

**Pre-Bid Queries**

Name of the Bidder:					
Department Name: The Maharashtra Insecticides Ltd. (C/o The MAIDC Ltd.)					
Tender Ref No.:					
Tender Name:					
Due Date:					
Sr. No.	Bid document pg. no.	Bid document clause no.	Clause title	Bidders Queries	Justification by MIL
1					
2					
3					
4					
5					

**Note:** Any Addendums/corrigendum (Amendment/Corrections) in the dates and tender

notice shall be uploaded on the E-tendering Web Portal <https://mahatenders.gov.in>

3) **Bid Schedule:**

Sr. No.	Particular	Date	Time
1	Released of EOI	23/04/2025	-
2	Pre-bid Meeting	08/05/2025	11.00 PM
3	Bid preparation, Submission and Closing	13/05/2025	18.00 PM
4	Technical Bid Opening	15/05/2025	14.00 PM
5	Commercial Bid Opening	-	-

**4) Information Officers:**

1) Mr. Vijay Patherkar, C.E., MIL  
Contact No.: 8805010529

2) Mr. Hemant Pingate, Manager (Pesticide)  
Contact No.: 8888842397

Thanking You,

Yours Faithfully,  
For Maharashtra Insecticides Limited.  
Sd/-  
Vijay R. Patharkar  
Chief Executive

Encl.

- 1) Technical Bid (Envelope 'A')
- 2) Format of Company Information (Annexure-B).
- 3) General Terms & Conditions (Annexure-C)



**The Maharashtra Insecticide Limited**  
**Instructions for the Interested bidders**

Interested bidders are requested to visit the website <http://mahatenders.gov.in> and go through the “E-tendering Tool Kit” wherein all the basic **know how** (detailed help documents designed for Interested bidders) of the E-tendering stages are given.

The interested bidders are required to download the tender documents for the above items online and submit their Bids for these items online ONLY. Manual tender response shall not be considered in any circumstances.

The various activities required to be executed by the interested bidders while submitting their online tender response are time and date locked. The interested bidders are requested to execute all the activities related to their tender response within the prescribed time limits (key dates) for each stage.

As per Information Technology Act – 2000, the interested bidders are required to sign the bid documents using Class – II / Class – III Digital Signature Certificate. E-Tendering Tool Kit for interested bidders (detailed help documents, designed for interested bidders) has been provided on e-Tendering Website in order to guide them through different stages involved during e-Tendering For more help on Website. 24x7 Helpdesk Toll Free no.: 180030702232 & Mobile No. 917878107985-86/917878007972-73 For further information, please visit-<https://mahatenders.gov.in>

**The MIL reserves the right to accept or reject any or all tender response either in part or in full without assigning any reason whatsoever.**

### Specification Details

#### **A. Specification of component of Pheromone Fruit Fly Trap Container (ICAR Developed Models / Any agriculture University / Govt. agencies)**

➤ **Specification of Fruit Fly Trap: -**

- 1) **Color:** - Transparent.
- 2) **Structure:** - The Fruit Fly Trap may have 3 Pairs.  
(a) Container; (b) Lid; (c) Hook (Lure Holder);

➤ **Device Made by Industrial Plastic Material.**

Parameters	Specifications
Material	Industrial Plastic Container (Multi Time and recyclable Plastic)
Weight	95 Gm
Volume	1100 ml
Rain Protection from Top water sliding mechanism and water drift control on side walls	Yes
Dead Fruit flies' removal	From Bottom Side
Dripped Water Drain system from the container	Provisioned
Container Body	Transparent
Lid Color	Yellow Colour

- Note: 1) Required Pheromone Fruit Traps and Lures is must approved From "ICAR / Any Agriculture University / Govt. Agencies".
- 2) Bidders should Submit their own samples with their specifications and approved /Authentication Certificate from Govt. Agencies.

### **ICAR Recommended Specification**

No of holes	4
Volume of trap container (ml)	1150
Direction of holes	opposite
Diameter of holes (cm)	2.5cm
Shape of holes	Round



**B) Specification of Pheromone Lures for (Fruits & Vegetables Crop) (ICAR Developed Models / Any agriculture University / Govt. agencies)**

Name and specification of Lure required for Fruits & Vegetables Crop:

**I. OMAT Lures (For Fruits crop): -**

Materials	Unit cost	Quantity needed
Methyl eugenol	10000/l	4 ml
Insecticide	500/l	1 ml
Wood block	5 cm * 5 cm*12mm	1
Ethyl alcohol	400.00/ 500ml	6ml

**II. VMAT Lures (For Vegetables Crop)**

Materials	Unit cost	Quantity needed
Cue lure	22000/l	4 ml
Insecticide	500/l	1 ml
Wood block	5 cm * 5 cm*12mm	1
Ethyl alcohol	400.00/ 500ml	6ml

Specification of all above lure	
1	Field efficacy should be minimum for 60 days after application.
2	Shelf life of lure in original pack should be minimum 6 month

## SPECIFICATION

### Wood block size

- 4.50cm (L) x 4.50cm (W) x 1.2cm (Thickness) size plywood block.

### Wood block soaking

- Wood blocks are soaked in mixture of methanol: methyl eugenol/Cue lure in the ratio of 5:4 V:V. for 12 hours. The insecticide is dripped 1-2 drops after installing the trap by the farmer. Each plywood block may soak 10-13 ml of mixture (4-5ml methyl eugenol or Cue lure/block) if soaked for 12 hrs.

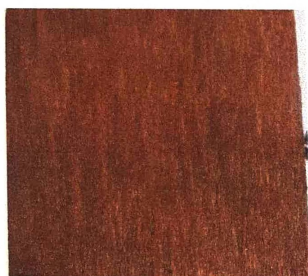


Fig.-1 Killing block

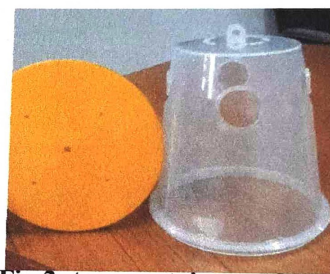


Fig:2- trap container and lid

### Killing wood block placement inside trap container

Inverted 1100 ml plastic container with good strength having four holes (internal dia- 2.5cm) as indicated in the figure for trap purpose.

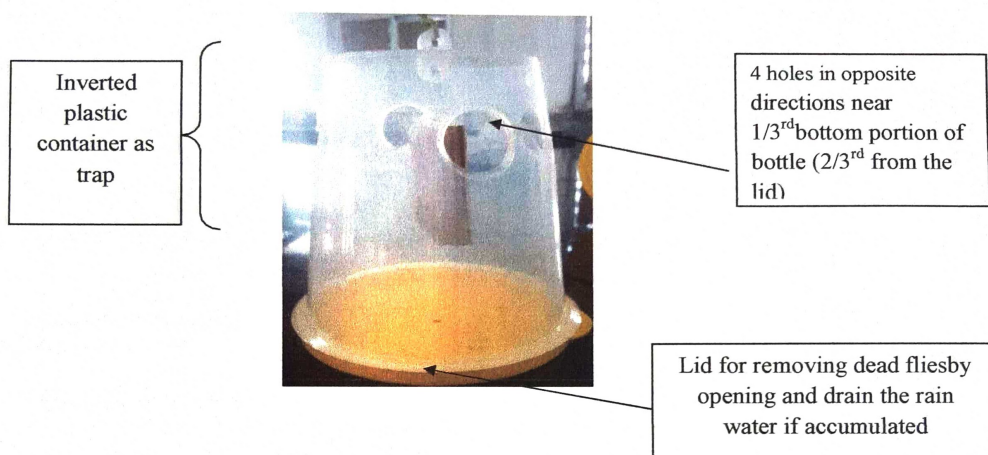


Fig.-3 Trap assembly with killing block



### Note:

- 1) Above specification is for reference only, bidder can submit their own sample with specification, approve / authorize by ICAR/ Any agriculture university / Govt. Agencies.
- 2) Required Pheromone Fruit Traps and Lures is must approved From "ICAR / Any Agriculture University / Govt. Agencies".

**Envelop - A**  
**Technical Bid**

(To be submitted on the Letterhead of Bidder)

To,  
Chief Executive Office  
M.I.L., Akola

Date:

**Subject: - List of Documents for submission of EOI.**

Ref: - MIL EOI Notice No. MIL/Pest/EOI/2025-26/F.F.Traps & Lures/87

Dear Sir,

With reference to your above referred EOI, on E-tendering web portal [www.mahatenders.gov.in](http://www.mahatenders.gov.in). We are pleased to participate in said E-Tender. Details are as under,

Sr. No.	Particulars	Self-attested Copy Enclosures	Page No.
1	EOI Document Fees Rs. 10,400/-	Yes/No	
2	EMD Rs. 2,00,400/- as applicable	Yes/No	
3	Copy of Registration Certificate of Firm / Organization / Manufacturing License	Yes/No	
4	MSME / SME Certificate for Document Fees & EMD Exemption	Yes/No	
5	Details of Production and Sale for Last 3 years on Bidder's Letter Head.	Yes/No	
6	The Fruit fly trap s & Lures should be approved by ICAR or any State Agri. Universities (Approved copies / Lab test report of lures should be enclosed with tender document in Technical Envelop)	Yes/No	
7	Copy of GST Registration Certificate	Yes/No	
8	Format of company information, Annexure- B (As per attached in EOI)	Yes/No	
9	Manufacturing License of Fertilizer / Pesticides issued by Agriculture department Govt. of Maharashtra	Yes/No	
10	Average Annual turnover for the last three years of the firm shall be more than 20.00 Lacs (Twenty Lacs) (Certified by Chartered Accountant with UDIN Number)	Yes/No	
11	Sample Submit before Closing date	Yes/No	
12	Acceptance of EOI General Terms & Conditions, Annexure - C (As per attached in EOI)	Yes/No	
13	Bidders must have experience of supply of Traps & Lures to MIL/MAIDC/Govt. of Maharashtra/Any Govt. Department/Authorities for preceding Last 3 years.	Yes/No	
14	Another Document If Any	Yes/No	
15			

I/We have read the terms and conditions mentioned with EOI carefully and I/We shall abide by the terms and conditions mentioned herein.

Thanking you.

Yours faithfully,

Signature of Bidder

Seal

## **" Annexure – B "**

### **1. 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.	GST No.:	
14.	PAN No. of the company:	
15.	Bank details of the company for payments by RTGS	
a)	Beneficiary Name:	
b)	Credit 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  
Authorized signatory :

Authorized Signature of  
Bidder with seal. & Date

## 2. **“Undertaking”**

### **Sub: - Undertaking by the Bid Participants Regarding Validity and Authentication of Documents Submitted Herewith in the Tender/Bid.**

I/We ----- (Name of company & its authorized sign) ----- undertake all the legal and statutory responsibilities for the validity and authentication of the documents invited in the said tender/bid. That at any stage of tendering/bidding, if it is found that the documents/any part of the document objected by the MIL authorities/Other Bid participants/Govt. authorities/Public, I/We shall be responsible to prove the document/any portion of documents submitted with tender/bid. Further, I/We undertake that if documents/any portion of document proved legally invalid or not authenticated by concern authorities, for this I/We shall be liable for any action and penalties therein by the MIL/company or appropriate legal action either by MIL/Company or concern Govt. authorities. That we have understood and satisfy myself/ ourself for entire terms & conditions of the tender/bid to participate in the same.

Sign and seal of company

Place :

Date :

Designation :

Name of Company

Authorized signatory :

Address :

**Note: - This undertaking is must to be attached submitted in tender docs in Technical Bid-A otherwise bid shall not be considered.**



**(Annexure - C)**

**Maharashtra Insecticides Ltd**

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

**\*\* GENERAL TERMS AND CONDITIONS \*\***

- 1) Terms and conditions hereinafter shall be binding on the Bidder. These terms and conditions shall come into effect immediately after the Bidder submits its E-tender along with Earnest Money Deposit to **Maharashtra Insecticides Ltd.** at Mumbai office address.

**2) Definition & Interpretation:**

In this E-tender for the General and Special terms and conditions the words shall have the following meanings unless the context otherwise requires.

- a) **“Acceptance of E-Tender”** means the letter or memorandum communicating to the Bidder for acceptance of this E-tender.
- b) **“Contract”** means invitation to E-tender, instructions to Bidders, acceptance of E-tender, particulars and the general and special conditions specified, in the acceptance of E-tender that includes repeat orders which has been accepted or acted upon by the Bidder.
- c) **“Bidder”** means the person/firm/company with whom the contract is made and includes its legal heirs, executors, administrators or successors and permitted assigns, as the case may be.
- d) **“Buyer”** means any person who is authorized by the Executive Director, Maharashtra Insecticides Ltd. to deal with the Bidder.
- e) **“Seller”** means the bidder participated in this E-tender and eligible for supply.
- f) **“Executive Director”** means The Executive Director of the Maharashtra Insecticides Ltd.
- g) **“Officer”** means any person who is authorized by the Executive Director of the Maharashtra Insecticides Ltd. to deal with the Bidder.
- h) **“Material”** means all items mentioned in the purchase order/memorandum communicating the acceptance of the E-tender.

**3) Parties:**

The parties to the contract are the Bidder and the Buyer.

**4) Submission Of E-Tender Offer:**

Bidders shall submit the Bid through e-tendering web portal [“https://mahatenders.gov.in”](https://mahatenders.gov.in)

**5) Authority Of Person Signing the Contract on Behalf of The Bidder:**

- a) The Bidder shall disclose the nature, constitution and registration of the Bidding firm and the bid 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 enclosed with the Bid.

**OR**

- b) A person signing the Bid or any documents in respect of the contract on behalf of the Bidder without disclosing it's authority to do so shall be deemed to warrant that it has authority to bind on behalf of the Bidder.
- c) If it is discovered at any stage and time of this E-tender that the person who is signing had no authority to do so, the Executive Director/ or an officer authorized by Executive Director may, without prejudice to any other right to remedy of the Bidder, cancel/reject the contract in part or full and or purchase the material at the risk and cost of such a person and hold such person liable to the Buyer for all costs and damages arising from the cancellation of the contract, including any loss which the Buyer may sustain on account of such Bidder.

**6) Allotment of Contract (AoC):**

- a) Address of the Bidder and notice and communications of allotment of contract (AoC) shall be sent unless the Bidder has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement to the Executive Director or to the authorized officer of the MIL.
- b) The Bidder shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- c) Any communication and notice on behalf of the Buyer, in relation to the contract may be issued to the Bidder by the Maharashtra Insecticide Limited and all such communication and notices may be served on the Bidder either by Email or any other electronic communications or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer or the Executive Director.

**7) Authority Of the Executive Director / Officer:**

For all the purposes of the contract including arbitration proceeding therein, the Executive Director and/or the authorized officer shall be entitled to exercise all the rights and powers of the Buyer.

**8) Bid Scrutiny:**

- a) The Buyer shall scrutinize all the E-tender offers received by it. The Bids shall be opened on the day and time fixed above schedule. The Bidder or its authorized representative shall be at liberty to remain present at the time of opening the Bids.
- b) This E-tender Procurement procedure is being worked out as per Govt. of Maharashtra Procurement GR भांखस-२०१४/प्र.क्र.८२/भाग-III/उद्योग-४, दिनांक ०१ डिसेंबर २०१६.

As per Govt. Circular No भांखस-२०१८/प्र.क्र.१२५/उद्योग-४, दिनांक ०६ जानेवारी २०२०, the procurement committee is empowered to amend, alter, relax or restrict any of the terms & condition mentioned in the tender documents, Including technical qualification criteria, commercial offers and/or distribution/splitting of quantity of procurement among eligible bidders at any stage of the contract.

- c) After scrutiny the Bids, it shall be the right of the Buyer either to accept one or more Bids and/or to reject any one or all the Bids.
- d) The Buyer shall not be bound to disclose any reason either for acceptance or rejection of Bid. **No correspondence / communication/ compensation/ claim in this respect from Bidders shall be entertained by the Maharashtra Insecticide Limited.**

**9) Rejection OF BID:** Any Bid,

- a) Which varies from E-tender terms & conditions or stipulate counter conditions

**OR**

- b) Which fails to provide required information or is otherwise incomplete.

**OR**

- c) Which is received from the Bidder/its partner having implicit or explicit relations with the employee of the Buyer is liable to be rejected.

**10) Acceptance OF BID:**

The acceptance of Bid rest with the Buyer, which does not bind itself to accept the lowest Bid and reserves to itself the rights as below,

- a) To reject any or all Bids,
- b) To split the purchase order quantity amongst two or more Bidders. Buyer may split the purchase amongst eligible bidders at its sole discretion.
- c) Buyer reserves the right to split the purchase order quantity in whole or in part without assigning any reason whatsoever.
- d) Buyer does not have any guarantee/warrants any minimum quantity of supply during the tenure of the contract.
- e) To negotiate with one or more Bidders for revision of rates downwards if the Buyer is of view that the rates so received are not appropriate.
- f) Buyer reserves right to evaluate the rates offered by the Bidders by comparison from the market and renegotiate the rates so offered by the bidder at any stage or of period of the contract.
- g) To reject the Bid on the basis of unsatisfactory performance of the Bidder in pursuance of previous contract with the Buyer.
- h) To reject the Bid of delisted/ blacklisted Bidder by any other company/Govt. institution/ undertaking etc. due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- i) To reject the Bid having financial or business association with the Buyer's employee.
- j) When Bids 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 Bids 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.

- k) When Bids are received from any proprietorship/firms/companies having one or more common business facilities such as CIN No. telephone, email, brand, emblem, address etc. shall be considered as having been received from only one Bidder in different names and the lowest acceptable quotation of such common firm shall be considered.

**11) Splitting of Bid Quantity: -**

As per the past experience of Govt. Orders for tendered product, the MIL may have to supply in large quantity in different packing, in limited time all over Maharashtra, in such case to manage demand and supply, the MIL may distribute/split quantities of supply over / amongst eligible participated Bidders to which bidder shall not have any legal or statutory objection.

**12) Assignment Of Subletting the Contract:**

- a) The Seller 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 Buyer, which consent the Buyer shall be entitled to withhold without assigning any reason or ground thereof.
- b) Any breach of this term shall entitle the Buyer to take such steps as may be necessary and also terminate the contract.
- c) Such termination, shall also render the Seller liable for payment to the Buyer in respect of any loss or damage arising or ensuing from such cancellation.
- d) The permitted subletting of work by the Seller, shall not establish any contractual relationship between the sub-Seller and the Buyer and shall not release the Seller of any responsibility under the supply contract.
- e) In the event of sufficient dues not being available to compensate for the above, the Seller shall reimburse the Buyer for the same by making payment through a DEMAND DRAFT/NEFT/RTGS etc.

**13) Earnest Money Deposit:**

- a) The interested bidders shall have to make online payment (using net banking) at the time of online bid submission stage of the Bid schedule.
- b) That if the Bidder backs out after submission of Bid (within the validity period of the Bid) and on before or after acceptance of its Bid (either whole or in part) the Buyer shall have right to forfeit the amount of earnest money deposit.
- c) Amount of earnest money shall be refunded to the unsuccessful Bidders whose Bids are not accepted by the Buyer, in due course of time without any interest. In case of Bidders whose tenders and/or Bids are/is accepted by the Buyer, their amount of earnest money deposit shall remain with Buyer till the completion of contract, until satisfactory settlement of accounts and compliances of the terms of E-tender.
- d) The Bidders Registered under MSME i.e. small-scale industrial units or registered with Director of industries, Govt. of Maharashtra and submitting their Bids directly, shall pay or Exempt EMD as specified by Govt. of Maharashtra Procurement GR भांखस-२०१४/प्र.क्र.८२/भाग-III/उद्योग-४ दिनांक ०१/१२/२०१६ and their amendment from time to time, they shall produce necessary proof / Certificate supporting that they belong to small scale industrial sector.

#### **14) Security Deposit:**

- a) The successful bidders shall be required to pay an interest Security Deposit.
- b) The Bidder whose Bid is accepted by the Buyer shall deposit an amount of Security Deposit equivalent to 3% of the value of the material for which the supply order is placed by the Buyer.
- c) The successful bidder fails to submit security deposit, the same amount will be deducted from first and subsequent bills of supply to the extent of 3% of bill amount / Total Purchase amount, till the completion of entire Tender Qty. Purchases and satisfactory completion and compliance of the contract.
- d) Security Deposit deducted as above shall be valid for the period of one year or contract Period, it shall be refunded after due and satisfactory fulfilment / performance of the contract on the part of the Bidder.
- e) The Security Deposit (above mentioned) shall be retained by the Buyer during the period of contract till the satisfactory settlement of the accounts/ transactions arising out of the contract without any interest.
- f) If contract is fulfilled/ completed within the prescribed period and if the period for performance of the contract is extended by the Buyer, in that case Bidder shall have to extend the period of Security Deposit and/or furnish fresh Security deposit covering such extended contract during the extended period.
- g) If the Bidder fails or neglects to observe or perform any of its obligations under the Contract, it shall be lawful for the Buyer to forfeit either in whole or in part the Security Deposit deposited by the Bidder.
- h) If the Bidder duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the Buyer shall refund the Security Deposit to the Bidder after deduction of all cost and other expenses that the Buyer may have incurred and all dues and other amounts including losses and damages which the Buyer is entitled to recover from the Bidder in reasonable time.

#### **15) Validity Of Bid: -**

**The rates offered by the Bidder shall be valid for acceptance for minimum of 90 days from the date of opening of the Bid.**

#### **16) Rates:**

- a) The rates specified in the Bid shall be exclusive of GST (GST may be mentioned separately) but inclusive of transport, any other insurance, taxes, toll, duties of any kind, cess, levies, royalty or commission in respect of the supply. Any other taxes, duties, levies by whatever name called imposed and leviable on the material sold in pursuance of this contract shall be borne by the-Bidder.
- b) No rate revision shall be considered during the period of contract. However, any increase/decrease in the statutory Levis may be considered on producing the concerned notification & proof of payment or any other related documents required by the Maharashtra Insecticide Limited.

- c) However, the variation in the statutory duties on account of business turnover/status shall not be considered.
- d) The Bidder shall quote the FOR rates in given (BOQ) format online only and addressed to at the  
**The Maharashtra Insecticides Ltd (MIL)**  
**Plot No. C-4, MIDC Industrial Area,**  
**Shivani, Akola, Maharashtra.**  
**Pin code - 444104.**
- e) **Invoice-** The Bidder shall submit commercial tax Invoice in triplicate indicating tax separately to the Maharashtra Insecticide Ltd., Akola.  
Mentioning GST NO **27AABCM8932B1ZM.**
- f) The Bid quantity once accepted and purchase order placed with the Bidder by the Buyer, the bidder shall be bound to supply the same.
- g) The Bidder shall offer only such quantity, which may be in position to supply during the contract period.

**17) Payment Of Supply: -**

- a) The payment of supplied material shall be paid by the MAIDC/MIL Ltd. after receipt of payment from Govt. agencies/ Private Dealers, i.e., on **“Back-to-Back payment basis”**.
- b) **The payment shall be paid on receipt of Goods receipt Note (GRN) & Payment Confirmation Certificate (PCC)** from The Regional Offices of The MAIDC along with Lab Test Report from MIL.
- c) Please note that, The MIL/MAIDC Ltd. shall not liable for any interest, delay payment charges, etc. for delay in payment of any reason whatsoever.
- d) If shortage or breakage has been reported at the time of supply, the goods shall be replaced by bidders at their own cost.
- e) If the material is found substandard quality, old or defective, the material shall not be accepted and bidder shall have to replace the material at its own cost.

**18) Risk & Cost:**

- a) The submission of online Bid along with the Terms & Conditions duly signed and sealed by the Bidder shall be deemed as acceptance of the Terms & Conditions by the Bidder.
- b) Once the rates offered by the Bidder are accepted by the Buyer and that if the Bidder backs out after submission of Bid and/or acceptance of Bid, the Buyer shall have right to purchase the material on the risk & cost of the Bidder.
- c) Bidder shall be liable to pay losses or damages or costs incurred by the **Maharashtra Insecticides Ltd.**, in such transactions.
- d) Buyer reserves the right to blacklist Seller in future participation in the Bids or any other tenders published by the Buyer, in case of non-supply of indented quantity and or substandard quality and dimension of specifications of supply.

**19) Taxes:**

- a) The Bidder shall indicate in detail the taxes applicable, (percentage of applicable taxes may please be mentioned in the Bid) the requirement of submission of various forms under the GST Act.
- b) The bidder shall also quote GST registration number on its tax invoice.
- c) All invoices shall have noted tax elements separately e.g., Basic rate + GST OR any taxes, etc. No inclusive rates shall be quoted.

**20) Packing & Forwarding:**

The packing & forwarding charges shall be borne by the Bidder only.

**21) Insurance:**

- a) Whenever rates accepted FOR delivery of the material, the Bidder shall be fully responsible for the breakages/damages and/or losses of the material during the transit.
- b) Insurance charges for the material shall be borne by the Bidder.

**22) Delivery & Delivery Schedule:**

Bidder shall deliver the material at the addresses mentioned above by the Buyer.

- a) The Buyer after placing final purchase order shall issue the delivery instructions, indicating dates, quantity, and type of material to be delivered as per requirement from time to time.
- b) The Bidder shall be bound to effect the deliveries strictly in according with dates, time and specifications and other instructions mentioned on indents therein.
- c) The Buyer shall have right to make alternations / modifications in the delivery schedule from time to time and as per requirement.
- d) That if the Bidder, fails to deliver the material or any part thereof within the period fixed for such a delivery, the Buyer shall, without prejudice to the right of the Buyer, recover damages, losses, costs for breach of terms of contract at Buyer's sole discretion.

**23) Weighments/ Sampling:**

- a. Weighments, quantity & quality assessment of material certified by Buyer's factory shall be final, irrespective of the quantities dispatched & lab test report submitted by the Bidder, issued by any laboratories.
- b. Rejected quantities shall not be considered for acceptance on any ground or any reasons whatsoever by the bidder.
- c. Contract shall be declared fulfilled, if the quantity delivered is 5% more or less than the quantity contracted in a purchase order. Buyer may allow such variation at its own discretion.
- d. The goods shall be inspected at Buyer's option either at Buyer's factory or at Bidder's factory before dispatches or deliveries.

- e. The M.I. Ltd, reserves the right to appoint an inspection Agency for reshipment during the period of a contract.
- f. The inspection charges for respective inspection agency shall have to be borne by the Bidder only.
- g. Random samples shall be drawn by the Maharashtra Insecticide Limited for the goods delivered at the Maharashtra Insecticide Limited factory, in the presence of the Bidder or representative of Seller if, remains present at the time of delivery at the Maharashtra Insecticide Limited factory.
  - a) If Bidder willing to remain present while drawing/sealing of samples at the Maharashtra Insecticide Limited factory site, the Maharashtra Insecticide Ltd., may wait in such case for 48 hours from the date/time of receipt of material, and shall draw the samples thereafter.
  - b) Samples such drawn shall be final (i) Samples drawn shall be tested in the Maharashtra Insecticide Ltd., laboratory or laboratories approved by the Maharashtra Insecticide Ltd., or Govt. Laboratories and the results shall be communicated to the Seller/bidder within reasonable period from the date of receipt of material. (ii) In case of dispute regarding the quality of the material, joint sampling may be done in the presence of Seller's representative. Joint report may be accepted for all purpose. Seller shall send its representative for joint sampling and intimation by the Maharashtra Insecticide Ltd., from the date of receipt of test report, otherwise the MIL's report shall be considered as acceptable to Seller without any reason whatsoever.

**24) REJECTION OF SUPPLIES:**

- a) The material supplied if not conforming to the quality specifications and all other parameter shall be rejected by the M.I. Ltd., at its sole discretion.
- b) If any material is rejected by the M.I.Ltd., then at its sole discretion shall exercise any one or more than one of the following.
  - 1) To permits the Bidder for replacing material of right specifications without any further cost to M.I. Ltd., within specified time or:
  - 2) Buy the entire supply consignment or part quantity of material rejected or any other material for similar purpose at the risk and cost of the Bidder without affecting Bidder's liability as regards supply of balance consignment, due under the period of contract.
  - 3) Consignment rejected as aforesaid, must be lifted by the Seller within 15 days from the date of communication of rejection by MIL, against replacement of equal quantity, and such rejected material shall lie at the Bidder's risk and cost from the time of such rejection and if not lifted within the aforementioned time, MIL shall have the rights as below.

3.1 Either to return the rejected material on freight to pay basis, or,



- 3.2 To dispose off such material at Bidder's risk and cost, or:
- 3.3 To retain such portion of the material as may be necessary to recover any loss or additional expenses incurred by the MIL in reference with such sale or adjust the material against ones from the Seller/bidder.
- 3.4 The rejected goods if not lifted by the Seller within 15 days from the date of intimation, shall incur storage charges per MT per day plus loading, unloading charges extra at applicable rates from time to time.
- 3.5 The MIL shall be at liberty to dispose off or to destroy the rejected goods, if not lifted within 15 days at risk and cost of Bidder.
- 3.6 If the supply is consistently of poor quality, the balance quantity of order may be cancelled and the Bidder may be debarred/ or blacklisted from the participation of any future Bids of MIL or any other tenders of the buyer.
- 3.7 The rejected material if not replaced by Bidder within 15 days, MIL may at its sole discretion, can accept the material at the reduced rate or with quality cut penalties which MIL may think suitable.
- 3.8 It is sole discretionary right of the Buyer to blacklist the Bidder at any time, if material supplied fails to comply quality parameters/ specification / norms / composition/ Standards, etc. at any stage of or any time of supply.**

**25) Withholding Of Lien in Respect of Sums Claimed:**

- a) Whenever any claim or claims for payment of sum of amount arise out of or under the contract against the Bidder, the Buyer 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 'Security Deposit' of the Bidder for the aforesaid purpose.
- b) The Buyer shall be entitled to withhold said pending bills and Security Deposit and also for a lien over the sum pending finalization or adjudication of any such claim.
- c) In the event of pending bills and Security Deposit being sufficient to cover the claim amount or amounts or if no pending bills and Security Deposit are there from the Bidder, Buyer 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 the Bidder under this contract or any other contract with the Buyer.
- d) It is an agreed terms of the contract against the sum of amount or amounts so withheld or retired under the lien referred to above, by the Buyer, till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the Bidder shall 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 Bidder, for the purpose of this clause whether the Bidder is partnership firm or limited company, the Buyer shall be

entitled to withhold and also have lien to retain towards such a claim 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.

**26) Indemnity:**

- a) The Bidder shall agree that it shall indemnify and hold Buyer harmless at all times from and against all claims, demands, damages, costs, actions, suits and proceedings of whatsoever nature made, which Buyer may suffer or incur and which arise out of the Bidder's breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the Bidder or any liability incurred or claimed against Buyer by any person whatsoever with regard to quality specifications, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of the Buyer or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by the Buyer directly or indirectly as a result of arising out of the foregoing or breach or nonobservance.
- b) Without prejudice to the above, it shall also be specifically agreed by the Bidder that it shall indemnify Buyer against any loss suffered by the Buyer on account of quality issues such as content deficiency, weight, moisture, water soluble contents etc. and all other liabilities including legal expenses arising out of non-confirmation of CIB/BIS specifications.

**27) Laws Governing the Contract:**

- a) This contract shall be governed by the laws of India for time being in force.
- b) 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 Bid has been issued.

**28) Jurisdiction Of the Courts:**

The courts at Mumbai, Maharashtra shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**29) Executive Director/Officer** shall at any time by notice in writing similarly determine the contract without compensation to the Bidder in any of the following events i.e., to say:

- a) If the Bidder being an individual, or if a firm of any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or ordered to administration of its state made against it or shall take any proceedings for composition under any insolvency or for the time being in force or make any conveyance or assignment of its effects or enter into arrangement or composition with its creditors or suspend payments or if the firm is solved under the partnership act.

**OR**

- b) If the Bidder being a company is wound up voluntarily or by the order of Bidder receiver, liquidator or manager or behalf of the debenture holder is appointed or

circumstances shall have arisen which entitled the court or debenture holder to appoint receiver, liquidator or manager.

- c) If the Bidder commits any breach of the terms of the contract not herein specifically provided. For provided always that such determination shall not prejudice any right of action or remedy which shall have approved or shall approve thereafter to the Buyer and provided also the Bidder liable to any, the Buyer for any extra expenditure has thereby put and the Bidder shall under no circumstances be entitled to any gain on Buyer's purchase.

**30) Arbitration:**

- a) 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 mutually approved arbitrator 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.
- b) The venue of arbitration proceedings shall be at Mumbai
- c) Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.
- d) If at any point of proceeding, during or after the currency of the contract, it is found that the concerned bidder/Seller has tried/or approached any of the officials of the Maharashtra Insecticide Ltd., to influence outcome of the Bid, the Seller concerned shall be summarily debarred/blacklisted from any further dealings with the Maharashtra Insecticide Ltd.,

**31) Force Meajure:**

- a) The Bidder and the Buyer shall not be responsible for delay and/or breach of performance on account of force meajured 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/lockdown, trade disputes or concerned acts of workmen lasting over fifteen (15) days, fires, floods, severe draughts, earthquake, explosion, riots, war break down, epidemic or pandemic or quarantine etc.
- b) However, the party affected by such force meajured situation shall intimate the other party forthwith.
- c) In the event to supply the required quantity on account of workers issues or situation arising out of force meajured condition, intimation in writing given to Buyer by the Bidder, and on such intimation the liability to supply under this contract shall cease until such issues or circumstances prevailed.
- d) If workers issues persist for more than two (2) months and the Bidder is unable to fulfill its obligations, Buyer shall have option to terminate this contract by giving one months written notice to this effect.

**32) Special Instructions to Bidder:**

- a) Any successful bidder is found to Defame corporation misleading statement or reasons or facts or attracts, negative publicity or damage brand image of the MIL,

in such case the MIL, have right to debar such bidder for three years or permanently black list for participating in Any tender of the MIL, from time to time.

- b) Bidders shall not quote rate lower anywhere than rates quoted for the MIL, tender to any Govt. supply/Semi Govt./KVK's/Agril. Universities / Private market or any other such institutions.
- c) The Successful bidder shall not supply the materials directly to Govt. of Maharashtra/Semi Govt./KVK's/Agril. universities or any other such institutions.

We acknowledge that we have read and understand all the terms and conditions of the Bid and hereby confirm that the same are accepted and binding on us.

Authorized Signature of Bidder with seal

**Note: - The Bidder is requested to sign and place seal on each page before uploading the documents.**