

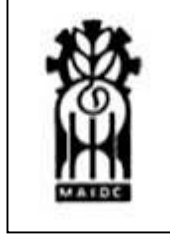
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E-mail : [mumbainoga@gmail.com](mailto:mumbainoga@gmail.com)

**Factory Address:**

**NOGA** Factory, Plot No.B-17 to B-20,  
MIDC Area, Hingna, Nagpur -16.



The Maharashtra Agro- Industries  
Development Corporation Limited  
(A Government of Maharashtra Undertaking)  
(Registered under the Companies Act. 1956)  
**Regd. Office & Correspondence address :**  
**Krushi Udyog Bhavan, Dinkarrao Desai Marg,**  
**Aarey Milk Colony, Goregaon (East), Mumbai-65**  
**Website : [www.maidcmumbai.com](http://www.maidcmumbai.com)**

Ref. No. NOGA/ 2024-25/16

Date: -15/06/2024

**E-TENDER NOTICE**

**Sub: Tender for supply of flavors and colors to the NOGA Factory Nagpur.**

Online Digitally signed tenders are invited from the manufacturer / traders for supply of “Flavors and Colors” under annual rate contract on F.O.R destination basis at Noga Factory, Plot No. B-17 –B-20 MIDC, Hingna, Nagpur – 440016. Details would be as under and tender shall be submit online as per Key dates of schedule.

Total Annual Requirement:-

Sr. no.	Item	Make / Company	Approx. requirement (kg)
<b>A)</b>	<b>Flavors</b>		
1	Mix Fruit Jam	Givaudan- MXNGF	400.0
2	Orange	IFF –SC 05 -498	270.0
3	Mango	Givaudan 88743	160.0
4	Pineapple	Givaudan ZA1-2018	190.0
5	Lemon Excel	Asian Flavors and Fragrance	310.0
6	Lemon Soda	International Flavors and Fragrance	32.0
7	Rose	Givaudan	90.0
8	Green lime Concentrate	Givaudan	30.0
9	Khus	Mohan	92.0
10	Strawberry	Givaudan –zoom 3174	30.0
11	Capsicum	Keva DF 16	15.0
12	Cumin	Keva -10078	12.0
13	Onion	Keva	13.0
14	Garlic	Keva - 10079	100.0
15	Ginger	Keva - 10081	8.0
<b>B)</b>	<b>Colors</b>		
1	Carmosine	IDACOL (ROHA) F-003	14.0
2	Sunset yellow (ESY)	IDACOL (ROHA) F-08	54.0
3	Erythrosine	IDACOL (ROHA) F-04	8.0
4	Pea green	IDACOL (ROHA) F-40	6.0
5	Tartrazine	IDACOL (ROHA) F-09	13.0

The quotes are invited as per specifications given above and the annual contract will be based on the lowest L-1 offer, state wise submitted by the eligible manufacturer / trader. Interested traders may please submit your offer along with earnest money deposit of Rs. 50,800/- and tender form fee Rs. 3,800 (Exemption to MSME for tender form fee & EMD). The details are given in the tender form. Please read tender instruction before submitting your offer online.

**-SD-**

**Dy.General Manager (Noga)**

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## **1) Instructions for the Bidders**

1) Bidders are requested to visit the <https://mahatenders.gov.in> and go through the “E-tendering Tool Kit” wherein the all basic Know how (detailed help documents designed for bidders) of the e-tendering stages are given.

2) Helpdesk Toll free no. (24 X 7) - 0120 – 4001002, 0120 -4001005, 0120 - 6277787

3) Login ID and password to be created on the above website.

4) Class II or class III Digital signature (e-token) with signing, verification, and encryption and decryption certificate is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using above Class II or Class III digital signature as per the Information Technology Act, 2000. The digital signatory should be the authorized representative of the organization/bidder.

5) Tender form fee Rs. 3,800/- (Rs. Three Thousand Eight Hundred only) is to be paid online for the downloading of tender form and bid preparation. Earnest Money Deposit (EMD) Rs. 50,800/- (Rs. Fifty Thousand Eight Hundred Only) is to be paid online.

6) The various activities /stages of e-tendering procedure for the bidders as well as for MAIDC are; date & time locked. Hence, bidders are requested to execute all the activities related to tender downloading, bid preparation & bid submission strictly as per the tender schedule (key dates).

7) This tender is strictly online tender. No manual bids will be accepted by MAIDC.

**-SD-**

**Dy.General Manager (Noga)**

## **2) KEY SCHEDULE**

### **TENDER TIME SCHEDULE (Key Dates):**

Sr. No	MAIDC STAGE	Start Date & Time
1	Release of Tender	15.06.2024
2	Bid Preparation & Tender Closing	25.06.2024, 14:00
3	Technical Bid Opening	26.06.2024, 14:30

The Technical bid will open on 26.06.2024, 14:30 or at any convenient day.

### **3. General Terms & Conditions**

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 this tender along with Earnest Money Deposit to MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

#### **2. DEFINATION & INTERPRETATION:**

In this contract 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) "Tender" means the person/firm/company, with whom the contract is made and includes his legal heirs, executors, administrators of 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://mahatendes.gov.in>

#### **5. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE TENDERER:**

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 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. 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 rights and powers of the purchasers.

7. 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.

#### **8. Earnest Money**

- a. EMD Rs. 50,800/- to be paid online, exemption given for MSME entrepreneurs, but they should have submit MSME certificate in technical bid.
- 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 accounts are settled.

#### **9. Security Deposit :**

Successful Tenderer shall furnish Security Deposit for the amount of 5% Value of Ordered quantity of Contract by Cheque/DD. **OR** as an option, tenderer shall submit a letter to deduct security deposit from the first bill of supply. The Security Deposit will not bear any Interest. The Security Deposit will be retained by the Corporation till the completion of the Contract & settlement of the Account and would be refunded after successful completion of the Contract.

#### **10 . VALIDITY OF TENDER:**

The rates offered by the tenderer shall be valid for the entire contract period as per Point no. 11 specified in the tender.

#### **11. Supply Period –**

- A) The supply period of flavors and colors is up to March 2025 or further it will be extended by the mutual understanding of buyer and supplier.
- B) In this period MAIDC will purchase the flavors and colors by placing purchase order time to time.

#### **12. RATES:**

- a) The tenderer shall quote the rates on FOR delivery of the material at Noga Factory, Plot No. B-17 –B-20 MIDC, Hingna, Nagpur – 440016.
- b) MAIDC desire to make rate contract, for the period of one year. Therefore, Tenderer should quote the rate applicable for above period. Rates once accepted will be final throughout Contract period, however, MAIDC can consider the rate revision at their sole discretion, in case of increase in Govt. Levies / changes in Duties and taxes on production of documentary evidence.

#### **13. TAXES:**

- a) The tenderer should indicate in detail the taxes applicable as per GST. The requirement of submission of various forms under the GST act. He shall also have to quote his GST registration number.

#### **14. 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.

#### **15. INSURANCE**

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

#### **16. DELIVERY & DELIVERY SCHEDULE**

- a) The purchaser shall, at the time of placing final purchase order, give the delivery schedule indicating date quantity, type of material to be delivered. The Tenderer shall be bound to effect the deliveries strictly accordingly to the date and specifications and other instructions mentioned therein. As factories have limited storage facility, excess quantity will not be accepted. The supplier will have to make their own arrangements for storage and transportation of excess stock.
- b) The purchaser shall have right to make alteration/modification in the delivery schedule. The tenderer shall have to mention in the tender, time required for him/them to deliver the material from the date of placement of purchase order.
- c) That in case the tenderer is unable to supply the material according to the delivery schedule, the tenderer shall inform the purchaser about his/their inability to supply the material according to the delivery schedule and he shall give the intimation within a week's time from the date of relevant purchase order.

#### **17 WEIGHMENT / INSPECTION / SAMPLING**

- a) Quality Assessment of the material certified by our factory will be final.
- b) Rejected quantity will not be considered for any purpose.
- c) Contract shall be declared fulfilled, when the quantity delivered is 5% more or less than the quantity ordered.
- d) The goods shall be inspected at our Noga Factory, Hingna, Nagpur premises only.

#### **18 REJECTION OF SUPPLIES**

- a) The material supplied if not conforming to the specification shall be rejected by MAIDC LTD at their sole discretion and the said material shall be entitled for quality cut for the 2 % of the ordered amount.
- b) If any consignment is rejected, then MAIDC LTD, at their sole discretion shall exercise either to allow the supplier to replace it with the material of right specifications without any further cost to MAIDC LTD or to buy equivalent quantity from outside for similar purpose at the risk and cost of the supplier.
- c) The consignment rejected must be removed by the supplier within 15 days from the date of communication about rejection, by MAIDC LTD., such material shall be lying in the factory at the supplier's risk, from the time for rejection. IF the rejected material is not removed within 15 days,



MAIDC LTD shall have right to return the rejected material on freight to pay basis or to dispose off such material at the supplier's risk & cost to retain such portion of material as may be necessary to recover any loss or additional expenses incurred by MAIDC LTD, in connection with such Sale. To accept the material at the reduced rate or with a quality cut Which MAIDC LTD feels suitable.

- d) That in case of dispute regarding quality of the material, joint testing will be done in the presence of supplier's representative.

**19 RISK & COST -**

The submission of online tender by the tenderer will be deemed as acceptance of the terms and conditions by the tenderer. Once the rate offered by the tenderer are accepted by the purchaser and that if the tenderer backs out after submission of the tender and or acceptance of his tender, the purchaser shall have right to purchase the material on risk and cost of the tenderer. The tenderer is liable to pay losses incurred by the MAIDC Ltd. in such transaction.

Once the rate offered by the tenderer are accepted by the purchaser then the tenderer are bounded to supply the material. If tenderer back out or fail to supply the material their EMD will be forfeited and Purchaser reserves the right to blacklist supplier in future participation in the tenders in case of non-supply of indented quantity and or substandard supply.

**20. PAYMENTS:-**

- a) The Invoice in Triplicate will have to be submitted to MAIDC LTD, against each lot of supply.
- b) All the payments will be released within a month from the date of supply of material against "Goods Receipt Note".
- c) The rejected material shall be entitled for quality cut for 2% of the ordered amount.

**21 SUBLETTING OF CONTRACT**

The successful Tenderer / Questioner shall not sublet or assign this contract or any part of its without obtaining the written permission of MAIDC LTD, in advance.

**22 ARBITRATION**

In the event of any dispute or difference arising out of the terms and conditions of the contract, or in connection with this contract (Except to any matter the decision of which is specifically provided) such dispute or differences shall be referred to the sole Arbitration of the Managing Director of MAIDC LTD, or his / her nominee whose decision in the matter shall be final and binding upon the parties. The arbitration may from time to time, with the consent in writing from the parties, enlarge the time for making and publishing the award, the venue of the Arbitration shall be Mumbai/Nagpur.

**23 JURISDICTION**

The contract shall be deemed to have been entered at Nagpur and all cases of action in relation to the contract will thus be deemed to have been arisen only within the Jurisdiction of Nagpur Court.

- 24 Please note that, as per GST notification No. 01696 Dt. 05/07/2019 2% TDS shall be Deducted over the invoice value of Rs. 2.50 Lakhs and will be credited to you as per GST Terms separately. The slab of TDS percent deduction will be vary as per GST council notification.

25. The MAIDC reserves the right to accept or reject any or all technical or commercial bids of bidders at any stage either in part or in full without assignment any reason whatsoever.
- 25 Once the Successful L-1 appears, they are bounded to supply the material in Submitted tender rate. Otherwise they are blacklisted and not eligible to participate in e-tendering for next 2 Years and their EMD will be forfeited. The L1 bidder initially has to submit the sample of glass bottle to the NOGA Factory Nagpur for quality check purpose.
- 26 The MAIDC will not purchase the whole quantity mentioned in the tender at once, as per our demand/ requirement of production it will purchase time to time. The MAIDC is not bind to purchase the whole quantity mentioned in the tender it will be differ as per the market demand.

**-SD-**

**Dy.General Manager (Noga)**

#### **4. PREPARATION & SUBMISSION OF BIDS**

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

##### **Online Bid Preparation**

##### **TECHNICAL BID**

Following documents should be uploaded in Online Technical Envelope (T1) in RAR format. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is Given Separately.

##### **COMMERCIAL BID**

All financial offers must be prepared and submitted online as per BOQ (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation stage**).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1).

##### **Online Bid Submission**

During this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody. During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

##### **INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

During the activity of **Bid Preparation**, the tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading it in the RAR format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the tender (if any) should be completed within the pre-scribed schedule given for bid preparation.

After **Bid Preparation**, the tenderer is required to complete **Bid Submission** activity within pre-scribed schedule without which the tender will not be submitted.

-SD-

**Dy.General Manager (Noga)**

**5. FORMAT OF COMPANY INFORMATION**  
(To be given on Company Letter Head)

**Annexure - 1**

Name of the company:	
Registered office address	
Address for correspondence:	
Name of the authorized signatory	
Designation of the authorized signatory	
Mobile No. of the authorized signatory	
Name of the other contact person	
Designation of the contact person	
Mobile No of the contact person	
Land line Nos of the company	
Fax Nos of the company	
E-mail address of the company	
GSTN No.	
PAN No. of the company	
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 Signature

Authorized signatory Bidder  
With seal. & Date

## **6. Annexure – 2**

### **TENDER CONDITIONS ACCEPTANCE LETTER (To be given on Company Letter Head)**

To,  
DY. GM. (NOGA)  
MAIDC, Krushi Udyog Bhavan,  
Goregaon (E) Mumbai - 400065

Sub: Acceptance of Terms & Conditions of Tender. Tender ID No: .....

Name of Tender / Work: Tender for supply of flavors and colors at NOGA, Factory, Nagpur.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. 01 to ..... (Including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

**Yours Faithfully,**  
**(Signature of Bidder, with official seal)**

**7. Annexure - 3**  
**Undertaking**  
**(To be given on Company Letter Head)**

To,  
DY. GM. (NOGA)  
MAIDC, Krushi Udyog Bhavan,  
Goregaon (E) Mumbai - 400065

Sir,

1. I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. It is further certified that our firm has not been blacklisted by any agency in India.
3. We will supply the goods in accordance to the specifications of the work / purchase order. At any stage, if it is found that the substandard /deviation from the specifications/ design/quality has been made by us, we shall be liable for penalty and legal action.

**Signature of Bidder, with official seal**

Date -

## **8. TECHNICAL BID**

**Envelope 'T1' Technical Bid should contain following documents –**

- 1) Copy of Registration Certificate of Trader /Firm/Organization/Industry.
- 2) Copy of GST Registration.
- 3) PAN Card.
- 4) The bidder who comes under MSME must attached there certificate.
- 5) Annexure – 1
- 6) Annexure – 2
- 7) Annexure – 3

If any discrepancy is found in submission of tender as specified above, the tender offer is liable to be rejected. MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assignment any reason whatsoever. The envelope 'T1' will be opened first. Tender offer will be opened as per the schedule mentioned in the tender online. The online tender opening will be done at our Goregaon office in presence of tenderer if remain present.

**-SD-**

**Dy.General Manager (Noga)**

## 9. COMMERCIAL BID (C1)

(This is for understanding purpose only and the bidders are requested to use the ONLINE BOQ file for the price bid, which has the similar item-content)

Sr. No.	Item	Approx. requirement kg	Basic rate per kg (incl. freight)	Total amount without GST	Total amount with GST
A)	<b>Flavors</b>				
1	Mix Fruit Jam	400.0			
2	Orange	270.0			
3	Mango	160.0			
4	Pineapple	190.0			
5	Lemon Excel	310.0			
6	Lemon Soda	32.0			
7	Rose	90.0			
8	Green lime Concentrate	30.0			
9	Khus	92.0			
10	Strawberry	30.0			
11	Capsicum	15.0			
12	Cumin	12.0			
13	Onion	13.0			
14	Garlic	100.0			
15	Ginger	8.0			
B)	<b>Colors</b>				
1	Carmosine	14.0			
2	Sunset yellow (ESY)	54.0			
3	Erythrosine	8.0			
4	Pea green	6.0			
5	Tartrazine	13.0			

(END OF TENDER)