

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.
Krushi Udyog Bhavan,
Aarey Milk Colony Compound,
Goregaon (East), Mumbai – 400 065.
Tel. : 29272027
Fax : 28719398 / 99

Ref No. MIL/PEST/2024-25/E-TENDER/TM/04

DATE: 01.04.2024

To,
M/s. _____

Sub: - E-tender for procurement of Malathion Technical.

Ref: - Our Tender Notice No. MIL/PEST/24-25/E-Tender/TM-04 Dtd..01.04.2024

Dear Sirs,

E-tender invited for procurement of ****7000 Kg of Malathion Technical** from Qualified Manufactures/Traders on following major terms & conditions in addition to the general terms & conditions enclosed. The Period of supply shall be **April 2024 to March 2025** at MIL Akola. The quantity mentioned is as above, but MIL reserves the right to increase or decrease the quantities without assigning any reason thereof MIL reserves the right to negotiate the rates after opening of the tender. MIL, right to accept any tender in part or whole or to reject all tenders without assigning any reason thereof.

(The above tender quantity may vary as per actual demand & other prevailing marketing conditions / priorities. Hence supply may be commenced only against dispatch instruction given by C.E.MIL from time to time, only for the quantity as per Delivery Instructions)**

- 1) **Specification** : a) BIS Specification No. IS:1832-1978 & latest amendment if any. Please specify purity (Minimum 95%)
b) Only fresh material should be supplied not older than 3 month.
- 2) **Packing** : Goods packing as per BIS specification.
- 3) **Delivery Schedule** : Delivery schedule shall be given after placement of purchase order as per requirement through delivery instruction by CE MIL, from time to time.
- 4) **Destinations** : MIL plant at Akola, Dist-Akola, Maharashtra State.
- 5) **Rate** : Rate shall be submitted on Free on Road (FOR) delivered destination basis (i.e. inclusive of freight & insurance) with detail bifurcation such as basic rate, discount on basic rate, GST etc. on 45 Days credit basis.
- 6) **Tender Fee** : Tender document fees **Rs. 3400/- (Rs. Three Thousand Four Hundred Only)** should be paid via online payment gateway only (net banking).
- 7) **Earnest Money Deposit** :- Appropriate amount mentioned below of EMD paid online only. Earnest Money Deposit to be paid with this tender is **Rs. 50,400/- (Rs. Fifty Thousand Four Hundred only)**

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

Envelope 'A' Technical Bid shall have following documents:-

- 1) Forwarding letter mentioning the details of documents submitted in E-Tender. (Annexure-A)
- 2) Copy of CIB registration (only 1st page.)
- 3) Copy of valid manufacturing License
- 4) For Traders- Copy of Source Certificate from Original manufacturer with CIB Registration Copy / agreement/ any legal documents.
- 5) List of major clients (especially Pesticide Companies) of the bidder on its letter head.
- 6) Last three years turnover certificates on bidder's letter head.
- 7) Company Information as per format enclosed on bidder's letter head (Annexure-B)
- 8) Copy of GST Registration Certificate.
- 9) Copy of Last 3 years GST Return.
- 10) Copy of Last 3 years IT Return.
- 11) The General terms and conditions governing the supply contract are enclosed here with. Bidders are requested to go through all terms and conditions of General Term & Conditions before submitting the rates with seal and signature on each page and upload it along with the tender. (Annexure-C)

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

Rates: Rate shall be on Free on Road (FOR) delivered at MIL 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 tender offer is liable to be out rightly rejected.

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

Tender Technical bid offer will be **closed on 13.04.2024 at 18.00 PM & opened on 15.04.2024 at 15.05 PM**. at our head office, Goregaon Mumbai in presence of Bidders, if remain present.

Thanking You,

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

Encl.:

- 1) Forwarding Letter (Annexure-A)
- 2) Format of Company Information (Annexure-B).
- 3) General Terms & Conditions (Annexure-C)

Note :

- 1) Website: <https://mahatenders.gov.in>
- 2) 24x7 Helpdesk Toll free no.: 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787.
- 3) Mail ID for Technical Queries : supporteproc@nic.in
- 4) For more help : Bidders should refer the "Bidder Manual Kit", "Help for Contractors" "Information about DSC" and "Frequently Asked Questions" on website.
- 5) The format of company information & Tender format should be filled completely in all respects.

Annexure - A
Forwarding Letter

(To be submitted on Letter the Head of Bidder)

To,
/2024
MIL/MAIDC
Chief Executive Officer
Maharashtra Insecticides Ltd.
Akola - 444104

Date 01.04.2024

Subject:- E-tender for procurement of Malathion Technical.

Ref: - MIL E-Tender Notice No. PEST/24-25/E-Tender/TM-04 Dtd 01.04.2024

Dear Sir,

With reference to your above referred E-tender, on E-tendering web portal www.mahatenders.gov.in. We are pleased to participate in said E-tender.

Details of are technical bid are as,

Sr. No.	Particulars	Self-attested Copy Enclosures	Page No.
1	E-tender Document Fees Rs.3,400/-	Yes/No	
2	EMD Rs. 50,400/- as applicable	Yes/No	
3	Copy of CIB Registration of Tender Products	Yes/No	
4	Valid manufacturing License for tender product.	Yes/No	
5	In case of Trader, Copy of Source Certificate from Original manufacturer with CIB Registration number/agreement/ any legal documents.	Yes/No	
6	List of Major clients (Especially Pesticides Companies) of the bidder on his letter head.	Yes/No	
7	CA Certified Turnover was certificate for Last Three financial years on letter head.	Yes/No	
8	Format of company information, Annexure-B (As per attached in E-tender)	Yes/No	
9	GST Certificate.	Yes/No	
10	Copy of Last 3 years GST Return.	Yes/No	
11	Copy of Last 3 years IT Return.	Yes/No	
12	Acceptance of E-tender General Terms & Conditions, Annexure-C (As per attached in E-tender)	Yes/No	
13	MSME / SME Certificate for E-tender Document Fees & EMD Exemption	Yes/No	

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

Thanking you.

Yours faithfully,
Signature of Bidder

Seal

" Annexure – B "
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

(Annexure - C)

Maharashtra Insecticides Ltd

(C/O. THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.)
KRUSHIUDYOG BHAVAN AAREY MILK 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) DEFINATION & INTERPRETATION:

In this E-tender for the General and Special terms and conditions the words will 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 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 Maharashtra Insecticides Ltd.
- g) “**Officer**” means any person who is authorized by Executive Director of Maharashtra Insecticides Ltd. to deal with the Bidder.
- h) “**Material**” means all items mentioned in the purchase order/memorandum communicating the acceptance of 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>”

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 binding 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 Buyer, 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 and the MIL/MAIDC.
- 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 MIL 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 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 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 Bids.
- b) After scrutinizing 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.
- c) 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 MIL.**

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 right.

- 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 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) To reject the Bid on the basis of unsatisfactory performance of the Bidder in pursuance of previous contract with the Buyer.
- g) To reject the Bid of delisted/ blacklisted Bidder by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- h) To reject the Bid having financial or business association with the Buyer's employee.
- i) 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.
- j) 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/MAIDC may have to supply large quantity in different packing, in limited time all over Maharashtra, In such case to manage demand and supply, the MIL/MAIDC may distribute/split quantities of supply over / amongst eligible participated Bidders.

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 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, as per guidelines of www.mahatenders.gov.in. 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 accounts are satisfactory settled and compliances of the terms of E-tender.
- d) The small scale industrial units, registered with Director of industries, Govt. of Maharashtra and submitting their Bids directly or through State Small Scale Industries Development Corporation or through Meltron or through MAVIM only should pay 50% EMD as specified in the Bid letter, they shall produce necessary proof supporting that they belong to small scale industrial sector.

14) **Security Deposit :**

- a) Those who are not Govt. Undertaking do not have Govt. participation shall be required to pay 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, however amount of security deposit shall not exceed Rs.5,00,000/-.
- c) The successful bidder exempted from the EMD, and security deposit not submitted the same amount will be deduct from first and subsequent bills of supply to the extend of 5% of bill amount, till the completion of entire security deposit amount for the performance of contract (Maximum to Rs. 5 Lac).
- d) If Bidder fails to submit Security deposit within time, MIL reserves rights to reject the Bidder from this contract.
- e) Security Deposit deducted as above shall be valid for the period of one year, it shall be refunded after due and satisfactory fulfilment/performance of the contract on the part of the Bidder.

- f) 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.
- g) No interest charges shall be paid on the amount of Security Deposit.
- h) 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 Deposite and/or furnish fresh Security Deposite covering such extended contract during the extended period.
- i) 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.
- j) If the Bidders 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 any other taxes, toll, duties of any kind, cess, levies, 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 levieable on the material sold in pursuance of this contract shall be borne by the-Bidder.
- b) No rate revision will 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 desired by the MIL.
- 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 - 444104.
- e) **Invoice**- The Bidder shall submit commercial tax Invoice in triplicate indicating tax separately to the M.I.L., Akola factory.
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) Unless otherwise agreed upon by the Buyer, 100 % payment of the value of the material supplied by the bidder in good condition and as per specification & composition of Buyer's requirement, hence tested & certified sample of material at the M.I.L, Akola shall be considered & accepted by the Buyer and accordingly payment shall be released by Maharashtra Insecticides Ltd., Akola within **45 days from the date of receipt of material at factory and satisfactory fulfillment of quality specifications and test reports thereon.**
- b) Security Deposit amount will be refunded to the successful bidder only after satisfactory, completion of contract with respects to tender term and by providing GST paid confirmation certificate duly certified by a Chartered Accountant.

18) **RISK & COST:**

- a) The submission of online Bid along with the Terms & Conditions duly signed and sealed by the Bidder will 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 is liable to pay losses or damages or costs incurred by **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 should be quoted.

20) **PACKING & FORWARDING:**

The packing & forwarding charges are to 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 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 may, without prejudice to the right of the Buyer, recover damages, losses, costs for breach of terms of contract at Buyer's sole discretion.

23) WEIGHTMENTS/ 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 will 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 MIL for the goods delivered at MIL factory, in the presence of the Bidder or representative of Seller if, remains present at the time of delivery at the MIL factory.
 - a) If Bidder willing to remain present while drawing/sealing of samples at MIL factory site, the MIL 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 MIL laboratory or laboratories approved by the MIL 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 & testing 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 testing and intimation by MIL 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 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 tunic 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 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 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 Buyer on account of quality problems 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 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** may 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, proceeding, during or after the currency of the present contract, it is found that the concerned bidder/Seller has tried/or approached any of the officials of the MIL to influence outcome of the Bid, the Seller concerned shall be summarily debarred/blacklisted from any further dealings with the MIL.

31) **Force majeure :-**

- a) The Bidder and the Buyer 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/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 majeure situation shall intimate the other party forthwith.
- c) In the event to supply the required quantity on account of labor problems or situation arising out of force majeure 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 problem or circumstances prevailed.
- d) If labor problems 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 written notice to this effect.

32) **Special Instructions to Bidder :-**

- a) Any successful bidder is found to Defame corporation misleading statement or altars, negative publicity or damage brand image of the MAIDC/MIL in such case the MAIDC/MIL have right to debar such bidder for three years or permanently black list for participating in Any tender of the MAIDC/MIL from time to time.
- b) Bidders shall not quote rate lower than rates quoted in the MAIDC/MIL Tender to in any Govt. supply/Semi Govt./KVK's/Agril. universities or any other such institutions.
- c) The Successful bidder shall not supply the materials directly in any Govt. supply/Semi Govt./KVK's/Agril. universities or any other such institutions & Open Market.

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 should sign and place seal on each page before uploading the documents.