

## 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/2023-24/E-TENDER/BM-11

DATE: 14.04.2023

To,

M/s. \_\_\_\_\_

**Sub: - Tender for purchase of Thiomethoxam 25% WG in Bulk.**

Ref: - Our Tender Notice No. MIL/PEST/23-24/E-Tender/BM-11 Dtd. 14.04.2023

Dear Sirs,

E-tenders are invited for purchase of **\*\*15,000 Kgs OF Thiomethoxam 25% WG in bulk** from Qualified Manufactures/ Traders / Suppliers / Dealers on following major terms & conditions in addition to the general terms & conditions enclosed. The material is required during **April 2023 to March 2024** at mentioned destination. Though the quantities are mentioned above, MIL reserves the right to increase or decrease the quantities without assigning any reason. MIL reserves the right to negotiate the rates after opening of the tender. MIL also reserves the 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) CIB Guideline : The supplies will be governed as per guidelines given by CIB/RC.
- 2) Specification :- a) As per CIB/RC & latest amendment if any.  
b) Content – Required Minimum % as per mentioned in above table.  
c) Shelf life : Two years. Fresh material should be supplied. Material should not be older than three months at the time of Supply.
- 3) Packing: - Good packing as per BIS specification.
- 4) Delivery schedule: Delivery schedule will be given after placement of purchase order as per requirement.
- 5) Destinations : MIL plant at Akola, Dist-Akola Maharashtra State.
- 6) Rate : Rate should be submitted on FOR destination basis (i.e. inclusive of freight & insurance) with detail bifurcation such as basic rate, discount on basic rate, GST etc. on 60 days credit basis.
- 7) Documents to be submitted : Copies of a) CIB Registration copy b) Valid manufacturing License of above product & c) Valid ISI License (if product bears ISI Mark) should be submitted along with tender document and also submit copies of State & Central Sales Tax Registrations
- 8) **Tender Fee** : Tender document fees **Rs. 10,400/- (Rs. Ten Thousand Four Hundred Only)** should be paid via online payment gateway only (net banking).
- 9) **Earnest Money Deposit** :-Appropriate amount mentioned below of EMD paid online only. Earnest Money Deposit to be paid with this tender is **Rs. 1,00,400/- (Rs. One Lakhs Four Hundred only)**

**The tenderers should submit his offer Online with superscribed format as Envelope 'A'- Technical Bid & Envelope 'B' - (BOQ) Price Bid.**

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

- 1) Forwarding letter mentioning the details of documents submitted in Envelope A.
- 2) Copy of CIB registration of the product only 1<sup>st</sup> page.
- 3) Copy of valid manufacturing License of the product.
- 4) If product bears ISI mark, then copy of valid ISI marking License.
- 5) Valid Selling / Trading License ( For Traders / Suppliers / Dealers)
- 6) Traders / Suppliers / Dealers must attach Source Certificate from Manufacturer)
- 7) List of major clients (especially Pesticide Companies) of the bidder on his letter head
- 8) Turnover of Last three year on letter head.
- 9) Copy of Company Information as per format enclosed on letter head of bidder.
- 10) Copy of GST Registration Certificate.
- 11) The General terms and conditions governing the supply contract are Enclosed here with. Tenderers 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.

**Envelope 'B'** :Price Bid should contain only the rate in prescribed **(BOQ)** format.

Rate: Rate should be on FOR MIL Akola basis. Rate should 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 rejected.

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

Tender offer will be **closed on 26.04.2023 at 15.00 PM & opened on 28.04.2023 at 15.05 PM**. at our Goregaon office, Mumbai in presence of tenderers.

Thanking You,

Yours faithfully,  
For Maharashtra Insecticides Limited.  
Sd/-  
( Jyoti Deore )  
Dy.Gen.Mgr.(Pest) / E.D. (MIL)

Encl.: 1) Format of company information.  
2) Tender Format.  
3) General Terms & Conditions.

**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](mailto: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.

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

To ,  
All State Licensing Authority / Pesticide Associations  
(As per list attached)

**Subject : Bulk sale of pesticide formulations from the basic manufacturer/other suppliers to the small scale manufacturer for repacking and marketing of the product.**

Sir,

With reference to subject mentioned above, it is inform you that the Registration committee constituted under section 5 of the Insecticides Act, 1968 approved the bulk sale of pesticide formulation from basic manufacturer/other suppliers for repacking and marketing of the products in its 200th meeting held on 13.6.2000.

The guidelines on repacking from bulk quantity of the pesticides and their formulation as decided by the "Expert Committee" under the Chairmanship of Dr. K.V. Raghvan, Director, IICT, Hyderabad and endorsed by the registration committee subsequently in its 198th and 199th meetings are also enclosed. These guidelines shall be strictly followed for the repacking operation of the pesticide formulation by the manufacturers. The manner of labeling shall be done as per provision IS & IO of the Insecticides Rules 1971.

Yours faithfully,

( A.D. Pawar )  
Secretary,  
Central Insecticides Board  
and Registration Committee

Encl : as above

Guidelines for bulk sale of Pesticides formulation for its repacking

1. The seller & purchase of the bulk formulation should possess the Certificate of Registration and manufacturing license for particular product.
2. Both the party shall have to obtain the ISI Certification Mark for the manufacturing of the product. (As and when this shall be applicable).
3. The Bulk formulator/seller shall sell the material to such manufacturer who have satisfied with the quality criteria of the products. Spurious pesticides shall not be pushed for selling to the unscrupulous manufacturers by offering lower rate of cost.
4. The manufacturer who shall purchase the bulk formulation from the basic and other reputed manufacturers shall also be satisfied before purchasing the bulk formulation and shall register their name with the seller.
5. Selling and purchase of the material by the manufacturers shall be reported to the licensing authorities for each consignment.
6. The bulk manufacturer and seller also can select the reputed company for selling their product and can refuse to sell anybody if they are not satisfied with the customer.
7. The manufacturer who shall purchase the bulk formulation should not mix the additional adjuvant or any foreign material with the purchased formulation.
8. The manufacturer shall repack the bulk formulation within sixty days of the receipt of the material in their plant of as per BIS guidelines. Accordingly they should select the quantity to purchase as per their capacity. Huge quantity of material shall not be dumped in the plant for repacking and no excuse shall be given regarding drop in concentration/reduction of active ingredient for the product.
9. In case of manufacturer who uses the manufacturing plant of other manufacturers by taking it on lease for some specified period may also repack their own product brought from their manufacturing plant situated in different states should also keep on record the corresponding batch number for each batch of formulation repacked by them in such plants to the satisfaction of the licensing authority of that particular State.
10. The basic manufacturer should also not prepare such formulation from the technical product which has less active ingredient and more impurities. Such products will be hazardous to the human health and environment and the stability of the product will be low. Therefore, the basic manufacturer should certify the active ingredient/associated impurities for each batch of the technical product from which the formulation was prepared to the seller and the licensing authority. The technical pesticides which are used for in-situ formulation shall be well checked by the ISI authorities / licensing authorities periodically before these are allowed to go for manufacturing formulation.
11. The manufacturers who possess the certificate of Registration of any product with provisional shelf-life shall not be allowed to repack the bulk formulation.

**These Documents are in technical envelope-A**

**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.
- 15) PAN No. of the company
- 16) 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

# **MAHARASHTRA INSECTICIDES LTD.**

(C/O. THE MAHARASHTRA AGRO IND. 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 tenderer & MIL Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to **MAHARASHTRA INSECTICIDES LTD.** at Mumbai Office address.

### **2) DEFINITION & INTERPRETATION:**

In this contract for the General and Special terms and conditions the words will have the following meanings unless the context otherwise requires.

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

### **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://mahatenders.gov.in”](https://mahatenders.gov.in)

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

The tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents which or a duly certified copy of the same shall be attached with the tender.

**OR**

A person signing the tender or any documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person who is signing had no authority to do so, the Executive Director may, without prejudice to any other right to remedy of the purchaser, cancel the contract in the part or full and or purchase the material at the risk and cost of such a person and hold such person liable to the purchaser for all cost damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchaser.

6) Address of the tenderer and notice and communications shall be sent unless the tender has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Executive Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the purchaser, in relation to the contract may be issued to the tenderer by office and all such communication and notices may be served on the tenderer either by registered post or under certificate of posting or by ordinary post or by hand delivery at option of such officer.

7) **AUTHORITY OF THE EXECUTIVE DIRECTOR/OFFICER :**

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

8) The purchaser shall scrutinize all the tenders received by them. The tenders shall be opened on the day and time fixed in advance. The tenderer shall be at liberty to remain present at the time of opening tenders. After scrutinizing the tenders it shall be the right of the purchaser either to accept a single or more tenders and/or to reject any one or all the tenders. The purchaser shall not be bound to give any reason either for acceptance or rejection of tender. **No correspondence / communication/ compensation claim in this respect from tenderers shall be entertained.**

9) **REJECTION OF TENDER:** Any tender,  
Which varies from our terms & conditions or stipulate counter conditions

**OR**

Which fails to provide required information or is otherwise incomplete.

**OR**

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

10) **ACCEPTANCE OF TENDER:**

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

a) To reject any or all tenders,

b) To split the purchase amongst two or more tenderers—Purchaser will split the purchase amongst tenderers finalized at its sole discretion.

- c) Purchaser reserves the right to split the purchase in whole or in part without assigning any reason whatsoever.
- d) Purchaser does not guarantee any minimum quantity during the tenure of the contract.
- e) To negotiate with one or more tenderers for revision of rates downwards if the purchaser feels that the rates so received are not appropriate.
- f) To reject the tender on the basis of unsatisfactory performance of the tenderer in subject or previous contract with the purchaser.
- g) To reject the tender of delisted tenderer by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- h) To reject the tender having financial or business association with the purchaser's employee.
- i) When tenders are received from any proprietorship/firm/companies having the same proprietor or one or more partners/Directors in the business organization of any other party (hereinafter called common firms), such tenders shall be considered as having been received from only one applicant in different names and the lowest acceptable quotation of such common firm shall only be considered for evaluation.
- j) When tenders are received from any proprietorship/firms/companies having one or more common business facilities such as CIN No. telephone, fax, emblem, address etc. shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered.

**11) ASSIGNMENT OR SUBLETTING OF CONTRACT:**

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

**12) EARNEST MONEY:**

- a) The interested bidders will have to make online payment (using net banking) at the time of entering online bid submission stage of the tender schedule.
- b) That if the tenderer backs out after submission of tender (within the validity period of the tender) and on before or after acceptance of his tender (either whole or in part) the purchaser shall have right to forfeit the amount of earnest money deposit.

- c) Amount of earnest money shall be refunded to the tenderer whose tenders are not accepted by the purchaser as per guidelines of [www.mahatenders.gov.in](http://www.mahatenders.gov.in). In case of tenderers whose tenders and or tender are/is accepted by the purchaser, their amount of earnest money deposit shall remain with purchaser till the completion of contract, until accounts are settled.
- d) The small scale industrial units registered with Director of industries, Govt. of Maharashtra and submitting their tenders directly or through State Small Scale Industries Development Corporation or through Meltron or through MAVIM only should pay 50% EMD as specified in the tender letter, however, this shall only be restricted to the items manufactured by them. They shall produce necessary proof supporting that they belong to small scale industrial sector.

### **13) SECURITY DEPOSIT:**

- a) Those who are not Govt. Undertaking do not have Govt. participation shall be required to pay Security Deposit. The tenderer whose tender is accepted by the purchaser shall deposit an amount of Security Deposit of Rs. 5,00,000/- in favor of MIL Ltd. The amount of Security Deposit shall be deposited by the tenderer by Cheque/DD/RTGS.
- b) After opening of E-tender, successful L-1 bidder / bidders must have to submit Rs 5,00,000/- (Rupees Five Lakh only) as Security Deposit through DD/ R.T.G.S within 10 days from finalization of tender. P.O. will be issued only after fulfillment of aforesaid criteria. If tenderer fails to submit whole amount of security deposit within prescribed time limit, management have rights to reject the tenderer from this tender.**
- c) In case, bidder who had submitted whole or part amount of E.M.D. On request of bidder, E.M.D. amount will be converted into Security Deposit & only balance amount of Security Deposit will be submit as per above (b).**
- d) Security Deposit as above shall be valid for the period of one year, it shall be refunded after due and proper fulfilment/performance of the contract on the part of the tenderer. The Security Deposit (above mentioned) shall be retained by the purchaser during the period of contract till the settlement of the accounts/transactions arising out of the contract. No interest shall be paid on the amount of Security Deposit.
- e) If contract is fulfilled/ completed within the prescribed period and if the period for performance of the contract is extended by the purchaser, in that case tenderer shall have to extend the period of Bank Guarantee and/or furnish fresh Bank Guarantee covering such extended contract during the extended period.
- f) If the tenderer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the purchaser to forfeit either in whole or in part the Security Deposit deposited by the tenderer. Same as aforesaid if the tenderers duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the purchaser shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the purchaser may have incurred and all dues and other moneys including of losses and damages which the purchaser is entitled to recover from the tenderer.



**14) VALIDITY OF TENDER:**

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

**15) RATES:**

- a) The rates specified in the tender should be exclusive of GST (GST may be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply anywhere in the State of Maharashtra. Any other taxes, duties, levies by whatever name called imposed and leviable on the material sold in pursuance of this contract will be borne by the-tenderer.
- b) No rate revision will be considered during the period of contract. However any increase/decrease in the statutory Levis will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.
- c) GST paid should be prove after submission of GST invoice, other wise MIL/MAIDC have right to deduct GST amount from the payment of against due amount of supply.
- d) The tenderer shall quote the FOR rates in given format only at the following address:  
**The Maharashtra Insecticides Ltd  
Plot No. C-4,MIDC Industrial Area,  
Shivani, Akola-444104.**
- e) **Invoice-** The Tenderer should submit commercial tax Invoice in triplicate indicating tax separately to M.I.L.,Akola factory.
- f) The tendered quantity once accepted and purchase order placed with the tenderer by the purchaser, the supplier shall be bound to supply the same. The tenderer should offer only such quantity, which they are in position to supply during the contract period.

**16) PAYMENTS :**

- a) Unless otherwise agreed upon by the purchaser, 100 % payment of the value of the material supplied by the tenderer in good condition and as per specification & composition of purchaser's requirement hence tested & certified sample of material at M.I.L.,Akola will be considered & accepted by the purchaser and accordingly payment shall be released by Maharashtra Insecticides Ltd., Akola within **60 days from the date of receipt of material at factory.**
- b) Security Deposit amount will be refunded to the successful tenderer only after the completion of contract with in respects and by providing GST paid confirmation certificate duly certified by concern Chartered Accountant.

**17) RISK & COST:**

The submission of online tender along with the Terms & Conditions duly signed and sealed by the tenderer will be deemed as acceptance of the Terms & Conditions by the tenderer. Once the rates offered by the tenderer are accepted by the purchaser and that if the tenderer backs out after submission of tender and/or acceptance of his tender, the purchaser shall have right to purchase the

material on the risk & cost of the tenderer. Tenderer is liable to pay losses incurred by **Maharashtra Insecticides Ltd.** in such transaction. Purchaser reserves the right to blacklist supplier in future participation in the tenders in case of non-supply of indented quantity and or substandard supply.

**18) TAXES:**

The tenderer should indicate in detail the taxes applicable (percentage of applicable taxes may please be mentioned in the tender) the requirement of submission of various forms under the GST Act. He shall also have to quote is GST registration number on his tax invoice. All invoices should have shown tax elements separately e.g. Basic rate + GST OR any taxes, etc. No inclusive rates should be quoted.

**19) PACKING & FORWARDING:**

The packing & forwarding charges are to be borne by the tenderer.

**20) INSURANCE:**

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

**21) DELIVERY & DELIVERY SCHEDULE:**

Tenderer shall deliver the material at the addresses mentioned above.

- a) The Purchaser after placing final purchase order will give the delivery instruction indicating dates, quantity, type of material to be delivered as per requirement time to time. The tenderer shall be bound to effect the deliveries strictly according to dates and specifications and other instructions mentioned therein.
- b) The Purchaser shall have right to make alternations / modifications in the delivery schedule.
- c) That if the tenderer fails to deliver the material or any part thereof within the period fixed for such a delivery the purchaser may, without prejudice to the right of the purchaser, recover damages for breach of contract.
  1. Recover from the tenderer as agreed liquidated damages a sum equivalent to 0.5% of the price of any material, which the tenderer failed to deliver within the period fixed for delivery according to delivery schedule for each week or part of week during which the delivery of such a material may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, however, the amount recoverable under this clause shall not exceed 5% of the order value of the material at delivered rate.
  2. Purchase or authorize the purchase elsewhere without notice to the tenderer, the action and at the risk of the tenderer of the material not so delivered or others of a similar description (where material exactly complying with the particulars are not readily procurable in the opinion of the purchaser which shall be final) without cancelling the contract in respect of the instalments not yet due for delivery or,

3. Cancelling the contract or a portion thereof and if so desired, purchase or authorize the purchase of the material not so delivered or others of a similar description (where material exactly complying with particulars, are not readily procurable in the opinion of the purchaser which shall be final) at the risk and cost of the contractor.

**22) WEIGHTMENTS/ SAMPLING:**

- a) Weighments, quantity & quality assessment of material certified by purchaser's factory will be final, irrespective of the quantities dispatched & lab test report submitted by tenderer, issued by any laboratories.
- b) Rejected quantities will not be considered.
- c) Contract shall be declared fulfilled if the quantity delivered is 5% more or less than the quantity contracted. Purchaser allows such variation at its own discretion.
- d) The goods shall be inspected at purchaser's option either at purchaser's factory or at tenderer's factory before dispatch.
- e) M.I.Ltd, reserves the right to appoint an inspection Agency for reshipment during the pendency of a contract.
- f) The inspection charges will have to be borne by tenderer.
- g) Random samples will be drawn by MIL of the goods delivered at MIL factory in presence of tenderer or representative of supplier if remains present at the time of delivery at MIL factory If tenderer intimate their wish to remain present while drawing/sealing of samples at MIL factory site, factory will wait in such case for 48 hours from the date/time of receipt of material, and will draw the samples thereafter. Samples such drawn will be final. Samples drawn will be tested in MIL laboratory and the results will be communicated to the supplier within seven days from the date of receipt of material. In case of dispute regards to quality of the material, joint testing will be done in the presence of supplier's representative. Joint report will be accepted for all purpose. Supplier should send his representative for joint testing within seven days from the date of receipt of test report, otherwise MIL's report will be considered as acceptable to supplier.

**23) REJECTION OF SUPPLIES:**

- a) The material supplied if not conforming to the specifications shall be rejected by M.I.Ltd., at their sole discretion. If any material is rejected by the M.I.Ltd., then at their sole discretion shall exercise any one or more than one of the following.
- b) To allow the tenderer to replace it with material of right specifications without any further cost to M.I.Ltd., within specified time or :
- c) Buy the entire or part quantity of material rejected or any other material for similar purpose at the risk and cost of the tenderer without affecting tenderer's liability as regards supply of balance consignment due under the contract.

- d) Consignment rejected as aforesaid, must be removed by the supplier 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 tenderer's risk and cost from the time of such rejection and if not removed within the aforementioned time, MIL shall have the right.
- i) Either to return the rejected material on freight to pay basis, or,
  - ii) To dispose of such material at tenderer's risk and cost, or :
  - iii) To retain such portion of the proceeds as may be necessary to recover any loss or additional expenses incurred by MIL in connection with such sale or adjust the proceeds against ones from the supplier.
  - iv) The rejected goods if not lifted by the supplier within 15 days from the date of intimation, shall incur storage charges of Rs.50/- per MT per day plus loading, unloading charges.
  - v) 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 tenderer.
  - vi) If the supply is consistently of poor quality, the balance quantity of order will be cancelled and the tenderer may be debarred from the participation of any future tenders of MIL.
  - vii) The rejected material if not replaced by tenderer within 15 days, MIL may at its sole discretion, can accept the material at the reduced rate or with quality cut which MIL feel suitable.
  - viii) **It is sole discretionary right of the purchaser to blacklist the tenderer if material supplied by him fails three (3) times in a financial year to comply specification / norms / composition provided in tender document.**

#### **24) WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED:**

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

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

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

**26) LAWS GOVERNING THE CONTRACT:**

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

**27) JURISDICTION OF COURTS:**

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

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

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

**OR**

- 1) If tenderer being a company is would up voluntarily or by the order of tenderer 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.

- 2) If the tenderer commits any breach 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 accrue thereafter to the purchaser and provided also the tender also liable to any, the purchaser for any extra expenditure he has thereby put and the tender shall under no circumstances be entitled to any gain on purchaser's purchase.

**29) ARBITRATION:**

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

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

The tenderer and the purchaser shall not be responsible for delay and/or breach of performance on account of force majored conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts, trade disputes or concerned acts of workmen lasting over 15 days, fires, floods, severe draughts, earthquake, explosion, riots, war break down. However, the party affected by such force majored situation shall intimate the other party forthwith. In the event to supply the required quantity on account of labour problems or situation arising out of force majored, intimation in writing given to purchaser by the tenderer, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labour problems persists for more than 2 months and the tenderer is unable to fulfill its obligations, purchaser will have option to terminate this contract by giving written notice to this effect.

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

Authorized Signature of tenderer with seal

**Note :- The tenderer should sign and place seal on each page before uploading the documents.**