



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

(A Govt. of Maharashtra Undertaking)
(Registered under the Companies Act, 1956)

“CIN” U05000MH1965SGC013380

° Head Office:
Krushi Udyog Bhavan,
Dinkarrao Desai Marg,
Aarey Milk Colony,
Goregaon (East), Mumbai 400 065.
Telephone : 29272027
Fax : 28719398/28719399
E-Mail:- fertdivmumbai@gmail.com

Expression of Interest (EOI) NOTICE

Ref.No. Fert/Mktg/AS/2017-2018/

Date: 01.07.2017

To,

M/s,-----

Sub: Invitation for Expression of Interest (EOI) from the bidders / importers to solicit interest for supply of Ammonium Sulphate in Krushi Udyog brand to MAIDC Ltd. in the States of Maharashtra, Gujrat, Madhya Pradesh and Chhattisgarh.

Dear Sirs,

Online digitally signed Expression of Interest are invited for the supply of Ammonium Sulphate under the brand name “KRUSHIUDYOG” in the States of Maharashtra, Gujrat, Madhya Pradesh and Chhattisgarh.

Background

About MAIDC Ltd. a Govt. of Maharashtra Undertaking.

MAIDC LTD. is engaged in the fertilizer business since 1965. It is having six Granulated Mixed Fertilizer manufacturing units situated all over the state of Maharashtra and also gets its production outsourced from two other bidders in Maharashtra. MAIDC is having about 50% market share of Granulated Mixed Fertilizers in Maharashtra under the brand name Krushi Udyog. This brand name has established a goodwill in the farmers since last 50 years. MAIDC is also trading the Straight and Complex Fertilizers as well as Micronutrients (Grade II mixture) in the State of Maharashtra through its strong dealer’s network in Maharashtra.

Need for the Expression of Interest and rate quotation for the supply of Ammonium Sulphate.

MAIDC has now decided to expand its business in the adjoining states of Maharashtra i.e. Gujrat, Madhya Pradesh, Chattisgad, Andra, Telangana and Karnataka. We intend to establish our brand name in the adjoining States and hence decided to procure and sale the Ammonium Sulphate in our Krushi Udyog brand. Initially the present EoI is for the States of Maharashtra, Gujrat, Madhya Pradesh and Chhattisgarh.

Quality Aspect

The quality norms will be strictly as per F.C.O. standard and maintaining the quality as aforesaid will be the sole responsibility of the successful bidder. For further details, please refer the Terms and Conditions - Annexure “B”.

Legal Aspects

The successful bidder will have to execute an MOU regarding the terms and conditions governing the supply of Amm.Sulphate in KU brand on the non judicial bond paper.

The interested bidders/importers submitting their proposals must be able to commit to engage with MAIDC Ltd. for at least 3 years if desired so by MAIDC and on mutual understanding.

MAIDC Ltd. reserves the right to accept or reject any or all the offers at its sole discretion without assigning any reason.

Interested Bidders' Conference

MAIDC LTD. will host a interested Bidders' Conference in Mumbai at the address given under contact details. The Conference is tentatively scheduled as per the schedule given. The representatives of the interested organizations (restricted to two persons per organization) may attend the interested bidders' conference at their own cost. The purpose of the conference is to explain the interested bidders the objective and broad scope of the assignment as per the EoI. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the EoI and the contract. The venue for the bidders' conference will be our Head Office at Goregaon, Mumbai-65.

Contact Details

Contact Person : Mr.D.S.Patil Mob. 8888842283/022-28719356

Contact address : Maharashtra Agro Industries Development Corporation Ltd.
Krushi Udyog Bhavan, Dr.Dinkar Desai Marg,
Goregaon (E) , Mumbai-65

Official Website : maidcmumbai.com

E-mail ID : fertilizer@maidcmumbai.com / fertdivmumbai@gmail.com

Acknowledgement of Understanding of Terms

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

MAIDC Ltd. may, in exceptional circumstances and at its discretion, extend the deadline for submission of EoI response by issuing an addendum to be made available on the MAIDC Ltd.'s website and e-tender website in which case all rights and obligations of MAIDC Ltd. and the interested bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

The EoI document alongwith the Terms & Conditions can be downloaded from the e-tendering portal <https://mahatenders.gov.in> by paying online Rs. 1,300/- (Rupees One Thousand Three Hundred only) inclusive of taxes (non refundable). The payment can be remitted through net banking only.

The interested bidders will have to pay online, the Earnest Money Deposit of Rs.1,03,000/- (Rupees One Lakh Three Thousand only) by way of net banking at the time of bid preparation. Earnest Money Deposit of successful bidder will be converted into Security Deposit. Total security deposit will be of Rs.10,00,000/-. For details please refer Terms and Conditions. (Annexure B).

Interested bidder will have to submit online offers separately for each State and for FOR and Ex-Factory delivery basis both as per the tender Schedule (key dates). MAIDC usually prefers the FOR delivery terms which may please be noted.

Thanking you,

Yours faithfully,
For The M.A.I.D.C.Ltd.

(R. E. Shinde)
Dy. General Manager (Fert. & AE)

The M. A. I. D. C. Ltd
Fertilizer Division, Mumbai.

Tender Schedule (key dates)

Tender Date	Release	Closing Date & Time	Opening Date & Time
01-07-17		17-07-17 17.00 hrs.	19-07-17 11.00 hrs.

Interested Manufacturer Conference - 10-07-17

(R.E. Shinde)
Dy. General Manager(Fert. & AE)

M. A. I. D. C. Ltd.
Fertilizer Division, Mumbai

Instructions for the Interested bidders

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

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

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

The interested bidders will have to make online payment of Earnest Money Deposit (using only net banking) of Rs.1,00,300/- (inclusive of taxes)

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

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

Tender opening

The tenders will be opened at 11.00 hrs on 19-07-17 in presence of bidders or their representative if present.

(R.E. Shinde)
Dy. General Manager(Fert. & AE)

List of Technical Bid Documents

1. Copy of Registration Certificate of Firm/Organization/Industry.
2. Corporate Identity Number i.e. CIN No.
3. Copy of Manufacturing / Import License (as applicable).
4. Copies of DRC issued by the respective States.
5. Copies of GST registration certificates and SGSTN issued by the respective States.
6. Details of Companies own marketing network i.e. details of Dealers and Distributors.
7. List of major clients of the bidder on his letter head (if applicable).
8. Legal valid document to prove that the person signing the tender is authorized to do so.
9. Details of Production and Sale or Import and Sale (as applicable) for last three years.
10. Company details in Annexure "A" attached herewith.

(Scan copy to be uploaded)

Company's Letterhead

Commercial Bid (C-1)

Date: _____

To

Dy. General Manager (Fert.)
The M.A.I.D.C. Ltd.,
Goregaon (East),
Mumbai – 400 065.

Sub : **Supply of Ammonium Sulphate in Krushi Udyog brand to MAIDC Ltd. in the States of Maharashtra, Gujrat, Madhya Pradesh and Chhattisgarh.**

Ref.No.: Fert./Amm.Sul./2017-18/ dated 01-07-2017

Sir,

With reference to above, we are submitting our rates for the supply of Ammonium Sulphate confirming the FCO specifications in "**Krushi Udyog**" brand for trading on FOR Basis. (MRP – Rs. _____).

Regional Office	Delivery details	Basic Rate (PMT) (inclusive of transportation in case of FOR)	GST @ _____	Delivery rate (Rs./PMT)	In words	Qty. Offered Mts.
Maharashtra	FOR					
	Ex-Factory					
Gujarat	FOR					
	Ex-Factory					
Madhya Pradesh	FOR					
	Ex-Factory					
Chattisgarh	FOR					
	Ex-Factory					

Credit Period –

Discount in lieu of Credit Period –

Rate Validity –

We have read the General Terms & Conditions of the tender and we accept the same.

Authorized Signatory

Seal of Company

ANNEXURE "A"
Format of company information

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	
VAT TIN No. (Maharashtra sales tax)	
CST Registration 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 signatory :

Authorised Signature of
Bidder with seal. & Date

M. A. I. D. C. Ltd FERTILIZER DIVISION, MUMBAI.
ANNEXURE "B"

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF AMMONIUM SULPHATE
CONFIRMING THE FCO SPECIFICATIONS

1. Terms and conditions hereinafter shall be binding on the tenderer & MAIDC Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LTD.

2. **DEFINATION & INTERPRETATION:**

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

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

3. **PARTIES:**

The parties to the contract are the tenderer and the purchaser.

4. **SUBMISSION OF TENDER QUOTATION:**

Tenderer should submit their tender via e-tendering system on site "<https://www.mahatenders.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 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 tenderer has notified the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Managing Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the purchaser, in relation to the contract may be issued to the tenderer by office and all such communication and notices may be served on the tenderer either by registered post or under certificate of posting or by ordinary post or by hand delivery at option of such officer.

7. AUTHORITY OF THE MANAGING DIRECTOR/OFFICER

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

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.

9. EARNEST MONEY

- a) Those who are not Govt. Undertaking or do not have govt. participation, tenderers shall along with his tender, deposit online the sum of Rs. 1,00,300/- at the time of bid preparation by net banking towards Earnest Money Deposit. No tender shall be accepted without Earnest Money Deposit of Rs. 1,00,300/-. No interest shall be paid on the amount of earnest money.
- 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.

10. SECURITY DEPOSIT.

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

11. VALIDITY OF TENDER:

The rates offered by the tenderer shall be valid for acceptance for minimum of 60 days from the date of opening of tender.

12. RATES:

- a) The rates specified in the tender should be exclusive of GST (it should be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply. Any other taxes, duties, levies by whatever name called imposed and leviable on the material sold in pursuance of this contract will be borne by the tenderer.
- b) The tenderer shall quote the rates on FOR delivery of the material at the desired destinations as well as for Ex-Factory delivery.
- c) No rate revision will be considered during the period of contract. However any increase / decrease in the statutory Levies will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

13. RISK & COST

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

1. TAXES:

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

15. 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.

16. 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.

17. DELIVERY & DELIVERY SCHEDULE

The tenderer deliver the material at the addresses mentioned above.

- a) The purchaser shall at the time of placing final purchase order, will give the delivery schedule indicating dates, quantity, to be delivered. The Tenderer shall be bound to effect the deliveries strictly according 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 written intimation with proper/satisfactory justifications within a week's time from the date of relevant purchase order. However, MAIDC will purchase the material at risk & cost of such tenderer. MAIDC at its sole discretion may debar / blacklist the tenderer from participation of any future tender of purchaser.

18. WEIGHTMENTS/ SAMPLING

- a) Weighments of quantity, assessment of material certified by purchaser will be final irrespective of the quantities mentioned in the delivery challan by the tenderer.
- 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 may allow such variation at its own discretion.
- d) Random samples will be drawn by the purchaser of the goods delivered in presence of Tenderer or Representatives of supplier. Samples drawn will be tested in the purchaser's laboratory and the results will be communicated to the supplier (if so desired) within seven days from the date of receipt of material and results as communicated by the purchaser shall be final. In case of dispute regarding quality of the material, joint testing will be carried out in the presence of supplier's representative. Joint report shall be accepted as final report for every purpose. Supplier should send his representative for joint testing within seven days from the date of receipt of the material at site, otherwise purchaser's report will be considered as acceptable to the supplier.

19. REJECTION OF SUPPLIES

- a) The material supplied if not confirming to specifications shall be rejected by the purchaser at his sole discretion. If any material is rejected by the purchaser then at their sole discretion shall exercise any one or more than one options of the following.
 - I) To allow the tenderer to replace it with material of right specification without any further cost to the purchasers within specified time or:
 - II) But the entire or part quantity of material rejected or any other material for similar purpose, the purchaser may purchase the material at the risk and cost of the tenderer without effecting tenderer's liability as regards supply of balance consignment due under the contract.
- b) Consignment rejected as aforesaid must be removed by the supplier within 15 days from the date of communication of rejection by the purchaser, 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, the purchaser shall have the right:
 - I) To dispose off such material at the tenderer's risk and cost
and / or
 - II) To retain such portion of the proceeds as may be necessary to recover loss or additional expenses incurred by the purchaser in connection with such sale or adjust proceeds against once from the supplier.
- c) The rejected material if not lifted by the supplier within 15 days from the date of intimation shall incur storage charges @ Rs. 30/PMT per month plus loading unloading charges.
- d) The purchaser 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.
- e) If the supply is consistently of poor quality, the balance quantity of supply order will be cancelled and the tenderer may be debarred from the participation of any future tender of purchaser.

20) WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED

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

referred to above, by the purchaser till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the tenderer will have no claim interest or damages whatsoever or any action in respect of such withholding or retention under the lien referred to and duly notified as such to the tenderer, for the purpose of this clause whether the tenderer is partnership firm or limited company, the purchaser shall be entitled to withhold and also have lien to retain towards such a claim the amount or amounts in hold or in part from any sum found payable to any partner limited company as the case may be whether in individual capacity or otherwise.

21. The tenderer shall agree that it will indemnify and hold MAIDC harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which MAIDC 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 MAIDC 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 MAIDC or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by MAIDC 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 MAIDC against any loss suffered by MAIDC on account of quality problems such as weight, moisture, fineness etc. and all other liabilities including legal expenses arising out of non-confirmation of specifications of AMMONIUM SULPHATE supplied.

22) RESTRICTION TO LOWER RATES

The supplier shall not sell product being offered at the lower price than he quoted to the purchaser even by giving any additional trade discount or incentives during the validity of tender. If such discount is noticed the purchaser shall restrict all payments to such lower rate.

23) 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.

24) JURISDICTION OF COURTS

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

25) Managing 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

2) If tenderer being a company is wound 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.

3) 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 there by put and the tender shall under no circumstances be entitled to any gain on MAIDC Ltd. purchase.

26) ARBITRATION

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

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

28) The tenderer and the purchaser shall not be responsible for delay and/or breach of performance on account of force majeure conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts, trade disputes or concerned acts of workmen lasting over 15 days, fires, floods, severe draughts, earthquake, explosion, riots, war break down. However, the party affected by such force majeure situation shall intimate the other party forthwith. In the event to supply the required quantity on account of labour problems or situation arising out of force majeure, intimation in writing shall be given to MAIDC 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, MAIDC has option to terminate this contract by giving written notice to this effect.

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

Authorised Signature of tenderer with seal

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