



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

(A Govt. of Maharashtra Undertaking)
(Registered under the Companies Act, 1956)
"CIN" U05000MH1965SGC013380

° Registered Office:

Krushu Udyog Bhavan,
Dinkarrao Desai Marg,
Aarey M.A.I.D.C.Ltd.k Colony,
Goregaon (East), Mumbai 400 065.
Telephone : 29272027
Fax : 28719398/28719399
E-Mail:- fertdivmumbai@gmail.com

e-Tender

Ref.: Fert./2017-18/ F-oil Tank / 08602

Date: 29.11.2017

Sub : - e-Tender for inviting the per kg rates for the sale of Furnace Oil Tanks at our Factories.

Dear Sir,

MAIDC is having Mixed Granulated Fertilizer Factories at Rasayani (Dist.Raigad), Pachora (Dist.Jalgaon), Nanded, Wardha, Kolhapur and Jalna. The Furnace Oil was used as fuel for the manufacturing process. However, we have switched over for the use of Bio Coal as our fuel and consequently the Tanks installed for the storage of Furnace Oil have become obsolete since then. Most of the tanks at our various factories are in good physical condition and we have decided to dispose off these tanks on "AS IS WHERE IS" basis. Hence the e-Tenders are invited for the sale of tanks at various locations. **The bidders are requested to visit each factory to inspect the tanks before participation in the tender, so as to assess the physical condition, location and situation for dismantling.**

The location wise details of the tanks are as follows.

Name of Factory	No. of Tanks	Storage Capacity	Dimensions	Physical Condition
F.F.Rasayani	2	100.00 KL 1.20 KL	6.5 M x 65.5' --	Not Good --
F.F.Nanded	3	12.50 KL 17.00 KL 75.00 KL	1.8 M x 5.0 M 2.0 M x 5.56 M 4.0 M x 6.23 M	Good Good Good
F.F.Wardha	2	75.00 KL 1.62 KL	5.1 M x 14.8 M 1.25 M x 1.25 M	Good Good
F.F.Pachora	1	100.00 KL	6.0 M x 5.0 M	Good
F.F.Kolhapur	2	12.00 KL 12.00 KL	2.10 M x 3.75 M 2.10 M x 3.75 M	Good Good
F.F.Jalna	2	14.00 KL 14.00 KL	2 M x 4.5 M 2 M x 4.5 M	Good Good

The bidder may quote his offer for any or all the tanks as per his convenience on per kg weight basis.

General terms and conditions governing the tender are enclosed herewith. Bidder should quote the basic rate for all the items on "as is – where is" basis. The applicable Taxes / GST amount is to be quoted separately. The successful bidder will have to pay security deposit amounting to 5% of the estimated value of the tanks. The delivery of the tanks will be given only after the receipt of entire amount of value along with applicable taxes.

Contact Details

Contact Person : Mr.V.B.Patil Mob. 8888842364/022-28719355

Contact address : Maharashtra Agro Industries Development Corporation Ltd.
Krushu 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 E-tender, each bidder shall be deemed to acknowledge that it has carefully read all sections of this E-tender, 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 E-tender 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 manufacturers previously subject to the original deadline will thereafter be subject to the deadline as extended.

The E-tender 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. 50,300/- (Rupees Fifty thousand and three hundred only) by way of using **Net Banking**.

Technical Bid and Commercial Bid are to be submitted online in the prescribed format.

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

The Technical Bid will be opened first on the scheduled date. The documents submitted will be scrutinized. The tenderers who have submitted proper documents will be shortlisted and will only qualify for the opening of Commercial Bid. After opening the commercial bid, the highest rate received will be compared with the prevailing market rate. The work order will be issued in favour of the H-1 bidder only if the rate received is up to the mark of satisfaction of MAIDC Ltd.

The security deposit (5 % of the estimated value) is to be deposited in the office of the respective factories within seven days from the receipt of work order. The tanks are to be dismantled and lifted within a month from the receipt of work order. The MAIDC Ltd. reserves the right to negotiate the H-1 rate received if deemed necessary. Tenders will be opened on the scheduled date and time at our above address in presence of bidders or their representative if present.

Thanking you,

Yours Faithfully,
For MAIDC Ltd.,

(M.B.Borse)
Dy.Gen.Manager (Fert./Admn.)

Notes :

- 1) Website for tender : <https://mahatenders.gov.in>
- 2) 24x7 Helpdesk Toll free no.: 0120-4200462 and 4001002 & Mobile: 8826246593
- 3) E-mail :-- support-eproc@nic.in
- 4) For more help : Bidders should refer the "Bidder Manual Kit" , "Help for Contractors", "Information about DSC" and "Frequently Asked Questions" links on the home page of the website.
- 5) The format of company information & Tender format should be filled completely in all respects.
- 6) Client list of siM.A.I.D.C.Ltd.ar industry is to be submitted without fail.

Special Instructions to the Bidders for the e-submission of the bids online through this e Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
8. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
9. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
10. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
11. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
12. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening.

Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
-

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

Tender Schedule (key dates)

Tender Release Date	Closing Date & Time	Opening Date & Time
29.11.2017	19.12.2017 15.00 hrs.	20.12.2017 15.05 hrs.

Interested Manufacturer Conference -

(M.B.Borse)
Dy.Gen,Manager (Fert.)

Envelopes

Envelope 'T-1' Technical Bid should contain following documents –

- 1) Copy of Registration Certificate of Firm/Organization (Shop and Establishment Act)
- 2) Corporate Identity Number i.e. CIN No.(if applicable)
- 3) GSTN Registration Certificate..
- 4) Legal valid document to prove that the person signing the tender is authorized to do so.
- 5) List of **major clients** of the bidder in the prescribed format on the letter head of the bidder.
- 6) Copy of Company Information as per format enclosed (Proforma – I) on letter head of bidder.

Envelope 'C-1' Price Bid should be submitted online only in the prescribed format given below.

Rate : The price offer should be on “ **as is - where is** “ basis including the dismantling and transportation expenditure. Applicable taxes are to be mentioned separately.

Bidders are requested to quote the rates in figures as well as in words. The rates quoted shall be valid for 60 days from the opening of the bid.

The Envelope C-1 is to be uploaded online according to the key dates of the Tender Schedule. Bidder shall not be able to fill any bids/quotes once the Bid Preparation date is expired.

All entries in the Tender must be either type written or inked. Overwriting of figures/words may create the ambiguity of values and hence such tenders will be liable to rejection.

If any discrepancy is found in submission of tender as specified above, the tender offer is liable to the rejection.

The envelope 'T-1' will be opened first. If the technical bid documents submitted by the bidder are found satisfactory, then only the bidder will be shortlisted to open the commercial bid.

Tender offer will be opened as per the schedule mentioned in the e-tender notice. The online tender opening will be done at our office on the scheduled date and time in presence of tenderers or their representative if present at the time of opening.

(M.B.Borse)
Dy.Gen,Manager (Fert.)

Commercial bid format

Company's Letter Head

To,

Date:-

The Dy.General Manager (Fert.),
M.A.I.D.C. Ltd.,
Arey Milk Colony, Goregaon (E)
Mumbai-65

Sub.:- e-Tender for inviting the per kg rates for the sale of Furnace Oil Tanks at our Factories.

Ref. :- Fert./2017-18/ F-oil Tank / 08602 / dated 29.11.17

Sir,

With reference to your e-tender as above we are quoting our rates as follows -

Name of Factory	No. of Tanks	Storage Capacity	Dimensions	Rate per kg. In figure Rs.	Rate per kg. in words
F.F.Rasayani	2	100.00 KL 1.20 KL	6.5 M x 65.5' --		
F.F.Nanded	3	12.50 KL 17.00 KL 75.00 KL	1.8 M x 5.0 M 2.0 M x 5.56 M 4.0 M x 6.23 M		
F.F.Wardha	2	75.00 KL 1.62 KL	5.1 M x 14.8 M 1.25 M x 1.25 M		
F.F.Pachora	1	100.00 KL	6.0 M x 5.0 M		
F.F.Kolhapur	2	12.00 KL 12.00 KL	2.10 M x 3.75 M 2.10 M x 3.75 M		
F.F.Jalna	2	14.00 KL 14.00 KL	2 M x 4.5 M 2 M x 4.5 M		

Rate validity :- For 60 days.

We confirm that we have read the terms and conditions of the tender and we accept the same.

Place:

Date:

Authorized Signatory's Signature:

Name and Designation:

Bidder's Company Seal:

Bidder's Letter Head

Proforma - I

Format for Company's information

Name of the Company	
Registered Office Address	
Address for correspondence	
Name of Authorized Signatory	
Designation of Authorized Signatory	
Mobile Number of Authorized Signatory	
Name of other contact person	
Designation of other contact person	
Mobile Number of other contact person	
Land line number of the Company	
Fax number of the Company	
e-mail ID of the Company	
GSTN of the Company	
PAN of the Company	
Bank details of the Company a) Beneficiary's name b) Credit account number c) Centre/Location d) Bank name e) Branch address f) Type of Account g) IFSC Code	

Please enclose a cancelled cheque of above account for our ready reference.

Name and Designation of
Authorised Signatory

Signature of Authorised Signatory
with seal and date.

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

Tender Terms and Conditions for Disposal of Furnace Oil Tanks

Terms and conditions hereinafter shall be binding on the tenderer & Maharashtra Agro Industries Development Corporation Ltd. (M.A.I.D.C.Ltd.)

1 These terms and conditions shall come into effect immediately when the tenderer submit his e-tender along with Earnest Money Deposit to M.A.I.D.C.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) "MAIDC" means any person who is authorized by Managing Director of M.A.I.D.C. Limited to deal with the tenderer.

e) "Managing Director" means Managing Director of M.A.I.D.C.Ltd. "Dy.G.M.(Fert.)" means Deputy General Manager (Fertilizer Division) of M.A.I.D.C. Limited. "Officer" means any person who is authorized by Managing Director of M.A.I.D.C. Limited to deal with the tenderer.

3. **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 M.A.I.D.C.Ltd, cancel the contract in the part or full and or get the job done at the risk and cost of such a person and hold such person liable to the M.A.I.D.C.Ltd for all cost damages arising from the cancellation of the contract including any loss which the M.A.I.D.C.Ltd. may sustain on account of such job got done.

4. **Address of the tenderer** - 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 D.G.M.(Fert.) 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 M.A.I.D.C.Ltd, 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.

.5. **AUTHORITY OF THE MANAGING DIRECTOR / D.G.M.(Fert.) / OFFICER**

For all the purposes of the contract including arbitration proceeding therein, the Managing Director and/or D.G.M.(Fert.) and/or Officer shall be entitled to exercise all the rights and powers of the M.A.I.D.C.Ltd..

6. The M.A.I.D.C.LTD. shall scrutinize technical bid of all the tenders received by them. The tenders shall be opened on the day and time given in the tender schedule. The tenderer shall be at liberty to remain present at the time of opening tenders. After scrutinizing the technical bids, commercial bids of the qualifying bidders will only be opened. It shall be the right of the M.A.I.D.C.LTD. either to accept and/or to reject any one or all the tenders. The M.A.I.D.C.LTD. shall not be bound to give any reason either for acceptance or rejection of the commercial bids.

7. EARNEST MONEY

- a) Tenderer shall along with his tender, deposit online the sum of Rs. 50,300/- at the time of bid preparation by net banking towards Earnest Money Deposit. No tender shall be accepted without Earnest Money Deposit of Rs. 50,300/-. 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 M.A.I.D.C.LTD. 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 M.A.I.D.C.LTD.. In case of tenderers whose tenders and or tender are/is accepted by the M.A.I.D.C.LTD., their amount of earnest money deposit shall remain with M.A.I.D.C.LTD. **till the accounts are settled.**

13. SECURITY DEPOSIT:

- A) The tenderer whose tender is accepted by the purchaser shall deposit an amount of Security Deposit equivalent to 5% of the value of the tank material for which the work order is placed on him by the M.A.I.D.C.LTD.. However, amount of security deposit shall not exceed Rs.5,00,000/-. 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 MAIDC Ltd.) for equivalent amount from the scheduled Bank.
- B) Bank Guarantee furnished by the tenderer (as stated above) shall be valid for the period of six months / until the successful execution of the contract 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 M.A.I.D.C.LTD. shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the M.A.I.D.C.LTD. may have incurred and all dues and other moneys including of losses and damages which the M.A.I.D.C.LTD. is entitled to recover from the tenderer.

8. 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.

9. 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 M.A.I.D.C.LTD. 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 and Security Deposit of the tenderer for the aforesaid purpose the M.A.I.D.C.LTD. shall be entitled to withhold said pending bills and EMD 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 EMD being sufficient to cover

the claim amount or amounts or if no pending bills and EMD and Security Deposit are there from the tenderer, M.A.I.D.C.LTD. 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 M.A.I.D.C.LTD.. 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 M.A.I.D.C.LTD. 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 M.A.I.D.C.LTD. 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.

10. The tenderer shall agree that it will indemnify and hold M.A.I.D.C.LTD. harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which M.A.I.D.C.LTD. 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 M.A.I.D.C.LTD. by any person whatsoever with regards to the sale of Oil Tanks under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of M.A.I.D.C.LTD. or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by M.A.I.D.C.LTD. directly or indirectly as a result of arising out of the foregoing or breach or non observance.
- 14) The contract shall not be sublet without the written prior permission of the company which otherwise will amount to breach the contract and consequently the forfeiture of all the payable amounts including the EMD.
- 15) 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.
- 16) JURISDICTION OF COURTS
The courts of the place from where the acceptance of the tender has been issued, (Mumbai) shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 17) Managing Director / D.G.M(Fert.) / Officer may at any time by notice in writing M.A.I.D.C.Ltd. 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 M.A.I.D.C.LTD. and provided also the tender also liable to any, the M.A.I.D.C.LTD. for any extra expenditure he has there by put and the tender shall under no circumstances be entitled to any gain on M.A.I.D.C.LTD. services.

18) 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./Chairman of M.A.I.D.C.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 there of. 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.

19) If at any point, proceeding, during or after the currency of the present tender it is found that the concerned tenderer has tried/has approached any of the official of the MAIDC.LTD. to influence outcome of the tender, the tenderer concerned shall be summarily debarred from any further dealings with the M.A.I.D.C.LTD..

20) The tenderer and the M.A.I.D.C.LTD. 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.

(M.B.Borse)
Dy.Gen,Manager (Fert.)

We have read 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

Place :-

Date :-