



# THE MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)

(Registered under the Companies Act, 1956)

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

“CIN” U05000MH1965SGC013380

## E-TENDER NOTICE

Ref.No. Fert.Pur/HDPE/2017-2018/07706

Date: 26-10-2017

### **Sub: Supply of Milky White HDPE (Woven Circular) Bags to our Fertilizer Factories.**

Dear Sir,

Online digitally signed E-tenders are invited from the manufacturers for the supply of Milky White HDPE (Woven Circular) Bags confirming the following specifications for our Fertilizer Factories at Rasayani, Pachora, Nanded, Wardha, Kolhapur, Rukadi, Jalna, Pulgaon (Wardha) & Yeotmal. Details of the specifications and delivery terms of purchase etc. are given below.

The interested bidders may submit the technical details in our office (during office hours from Monday to Friday) to obtain the Vendor's Registration Certificate which can be uploaded in the technical bid envelope 'T-1'. If this Certificate is not obtained, the bidder will have to upload the technical details in envelope 'T-1' at the time of bid preparation. The tender should be submitted online as per key dates of the schedule.

Commercial Bid is to be submitted online (to be typed on the letter head of the tenderer & Scan copy to be uploaded duly signed by authorized signatory) mentioning tender reference no. & date and supply of products and original copy of commercial bid is to be submitted at the time of opening bid if the tenderer is present at the time of opening of tender. {If any discrepancy is noticed in the uploaded scan copy and original copy submitted to us, the entire bid will be rejected.}. **Bidders are requested to quote the rates in figures as well as in words.**

The tender form 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). The payment can be made using only net banking.

The interested bidders will have to pay online the Earnest Money Deposit of Rs. 1, 00,300/- (Rupees One Lakh three hundred only) by way of using only net

FFR	FFP	FFN	FFW	FFK	FFJ	Yeotmal	Pulgaon	Total
<b>31500</b>	<b>266000</b>	<b>150500</b>	<b>279000</b>	<b>3000</b>	<b>27300</b>	<b>104500</b>	<b>34500</b>	<b>896300</b>

banking at the time of bid preparation.

- 1) Commodity : Laminated Milky White HDPE (Woven Circular) Bags.
- 2) Specifications : A) The weight of the bag should be strictly 120 Gms.  
B) Only  $\pm 1\%$  variation will be allowed in case of individual Bag/bail.  
C) Detailed specifications are at **Annexure I**

- 3) Quantity : 1. HDPE BAGS – 8,96,300.
- 4) Delivery Terms. : Free delivery to Fertilizer Factories, Rasayani, Pachora, Nanded, Wardha, Kolhapur , Jalna, Pulgaon & Yeotmal as per the delivery schedule.
- 5) Place of delivery :
- 1) MAIDC Ltd. Fertilizer Factory, Rasayani , Tal Panvel, Dist : Raigad.
  - 2) MAIDC Ltd. Fertilizer Factory, Bhadgaon Road, Pachora, Dist : Jalgaon
  - 3) MAIDC Ltd. Fertilizer Factory, MIDC Industrial Estate, Plot No.B-2(I & II) Degloor Road, Nanded.
  - 4) MAIDC Ltd. Fertilizer Factory MIDC Industrial Estate, Plot No.F1/F2, Near FCI Godown, Dist : Wardha.
  - 5) MAIDC Ltd. Fertilizer Factory, C-19, MIDC Gokul Shirgaon, Tal. Karveer, Dist Kolhapur.
  - 6) MAIDC Ltd. Fertilizer Factory, C –51,MIDC(A). Jalna 431203.
  - 7) Ganga Fertilizers pvt ltd sneh nagar NR Rana Pratap Nagar Arni road ,Yeotmal -445001
  - 8) MAIDC,Fertilizer Factory, C/o. B.E.C.Fertilizer, Pulgaon, Dist-Wardha.
  - 9) MAIDC Limited, C/o. M/s Shetkari Sahakari Sangh Ltd., At & Post Rukadi, Tal. Hathkanagale, Dist. Kolhapur
- 6) Delivery Schedule : Material should be supplied between Oct 2017 to March 2018.
- HDPE BAGS  
Delivery schedule will be communicated in the first week of every month. Quantities are likely to be altered /reduced as per the production programme from time to time.  
**The MAIDC Ltd. reserves the right to alter/reduce and/or cancel in part or in full the said month wise delivery schedule, if found necessary due to the climate or other changed circumstances.**
- 7) Terms of payment : 100% payment will be released after 30 days from the date of receipt of material at factory. However 90% payment may be released after deducting 2% cash discount after receiving the confirmation of standard quality bags receipt from the factory.

- 8) Analysis and weighment : Report of our preshipment inspection agency and . analysis and weighment recorded at our factory will be final. **Material will not be dispatched if found substandard in preshipment inspection.**
- 9) Risk & Cost : MAIDC reserves the right to purchase the material at the Risk & Cost of the supplier if he fails to supply the standard quality material as per prescribed delivery schedule.
- 10) General terms. : General terms & conditions governing the supply are enclosed herewith.

Thanking you,

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

(M.B.Borse)  
**Dy. General Manager(Fert.)**

**Tender Schedule (key dates)**

Tender Release Date	Closing Date& Time	Opening Date & Time
26.10.2017	15.11.2017 12.00	16.11.2017 12.05

(M.B.Borse)  
**Dy. General Manager(Fert.)**

## Envelopes

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

- 1) Copy of Registration Certificate of Firm/Organization/Industry.
- 2) Corporate Identity Number i.e. CIN No.
- 3) Tax deduction and Collection Account Number (TAN) No.
- 4) List of major clients of the bidder on his letter head.
- 5) Legal valid document to prove that the person signing the tender is authorized to do so.
- 6) Copy of Company Information as per format enclosed (Proforma – I) on letter head of firm.
- 7) Copy of GST Registration Certificates and SGSTN issued by the respective state Clearance Certificate
- 8) Details of production capacity and production of last three years.
- 9) Clearance Certificate of Central Pollution Control Board.

### Envelope 'C-1 Price Bid should be submitted online only.

Rate : Rates should be on FOR Destination basis. Rates should be submitted with detailed bifurcation such as Basic rate (inclusive of transportation), GST etc.

**.Bidders are requested to quote the rates in figures as well as in words.**

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.

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

The envelope 'T-1' will be opened first. If the technical bid documents 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 Goregaon office on the scheduled date in presence of tenderers or their representative if present at the time of opening.

(M.B.Borse)  
**Dy. General Manager(Fert.)**

Company's Letterhead

**Commercial Bid (C-1)**

(Scan copy to be uploaded)

To –

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

Sub : Tender for the supply of Milky White HDPE Bags to our Fertilizer Factories.

Ref : Tender No. MAIDC/Fertilizer/2017-18/07706

date:26.10.2017

With reference to above, we are submitting our rates for the supply of Milky White HDPE (woven circular) Bags to your fertilizer factories on FOR basis as follows.

	FFR	FFP	FFN	FFW	FFK	FFJ	Yeotmal	Pulgaon
Basic rate (per bag) inclusive of transportation								
GST @_____								
Delivery rate (Rs./Per Bag)								
In figures								
In words								
Qty. offered (Nos.)								

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

Authorized Signatory

Seal of Company

**Proforma - I**

**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	
GST 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 :

Authorized Signature of  
Bidder with seal. & Date

## **Instructions for the Bidders**

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

The Bidders are required to download the Tender Forms for the above items online and submit their Bids for these items online ONLY. Manual Bids for these items shall not be considered in any circumstances.

The various activities required to be executed by the Bidders while submitting their online Bids for these items have time and date locked. The Bidders are requested to execute all the activities related to their bids within the prescribed time limits (key dates) for each stage.

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

As per Information Technology Act – 2000, the Bidders are required to sign the bid data using Class – II / Class – III Digital Certificate. E-Tendering Tool Kit for Bidders (detailed help documents, designed for 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 tenders either in part or all without assigning any reason whatsoever.

### **Tender opening**

The tenders will be opened at 12.05 hrs on 16.11.2017 the same day in presence of tenderers or their representative.

(M.B.Borse)  
**Dy. General Manager(Fert)**

## Annexure-I

### **Supply of Laminated HDPE [Circular Woven Bags as per IS 9755-2003 (Fourth Revision)]**

- 1.0** E-Tenders are invited for the supply of Laminated HDPE (Circular woven) bags for packing of Krushiudyog Brand NPK Granulated Fertilizers for Maharashtra.
- 2.0** The terms and conditions as embodied in the N.I.T. shall be final and any variations additions, deletions etc. mentioned in the supplier's tender shall be liable to be rejected by MAIDC Ltd.
- 3.0 Contract Period :-**  
The contract is proposed to be for months from Oct 2017 to March 2018 for quantity of **89,6300 HDPE Bags.**
- 4.0 Description CAPACITY & SIZE**
1. HDPE Inner laminated Woven bags (Printed)
- The capacity of the bag - shall hold 50 kgs. of product,. The size (outside dimensions) of each HDPE 50 Kg. Bags shall be as follows.  
**Length :- 89 cm.                      Width        :- 56.2 cm.**
- Tolerance for length and width shall be + 1, – 0 cm.**
- 5.0 HDPE FABRIC :**
- "HDPE " Fabric manufactured from 100% fresh granules (**virgin**) shall be used for manufacture of HDPE Woven. Fabric colour used must be milky white. Lamination will be milky white and opaque (Non – transparent quantity). Master batches may be used so that the colour remains fast and does not run or bleed and shall be as per **IS:6192-1971 specifications.** The tenderer shall offer circular woven bags only with inside lamination".  
**In no case reused granules should be used for manufacturing the fabric.**
- 5.1** M.A.I.D.C. reserves to send random samples of the supplied bags to Indian Institute of Packaging for testing. If reused material found in the sample bags, the supplier will be liable for penalty and cancellation of the remaining supply order.
- 5.2** The minimum width of tapes used for making fiber shall not be less than 2.54mm.
- 5.2.1** The Fabric may be produced from material woven as a tube. The material produced On Circular loom the mesh per inch woven from HDPE tapes shall be of 1000 denier (+5% ) 10 Warps x 10 Wefts.
- 5.3** The Fabric used shall be free from all major weaving defects, like pick points, missing Tapes, biasness etc.
- 5.4** The maximum elongation of tape when measured at the point of rupture shall not exceed 25 percent.
- 5.4.1** Heat shrinkage of the tape shall not exceed 5 percent when determined at temperature of 60 C and shall not exceed 6 percent when determined at temperature of 90C the tape being subject to the temperature for a period of 10 minutes in an air circulating oven and hot water bath respectively as per IS:47: (2162.1984)



## **6.0 MOUTH OF BAGS :-**

The mouth of bag shall be selvedge or knife cut or hemmed. The tapes should not fray and the edges should not be rough, which may cause problem in actual use.

## **7.0 LAMINATION :-**

The bags shall be laminated on the inside with direct application of gauge. (25 Microns + 10%) LDPE made out of virgin granules and should be free from Pin-holes, porosity, tears patches, blisters or any other visible defect. Supplier must have their own Lamination Plant in house.

7.1 The lamination should cover the entire inner areas of the fabric used.

## **8.0 STITCHING**

8.1 The bottom of the bags should be stitched.

8.2 The seam should be folded outside by a minimum of 25mm thus making the stitches go through four layers of laminated fabric with 2 rows of chain stitches with a tape of 1000 denier yellow colour or any other colour as specified by us.

8.3 The first row of stitches from the edge should be at a minimum distance of 8mm and The second row shall be at a distance of not more than 5mm from the first row of stitches.

8.4 The bottom fold of the bags to be stitched should always occur on the opposite side of printing made on the bag.

8.5 The number of chain stitches should be  $12 \pm 2$  per decimeter and should be uniform without any loose thread or knot.

## **9.0 STRENGTH**

9.1 The breaking strength of the sample cut from the lamination bag shall be as under  
i) Fabric (On 5x20cm Raveled strip method at constant rate of traverse.  
Machine @  $300 \pm 15$  mm / cm)

a) Warp way (Lengthwise) 87 Kgf.

b) Weft way (Widthwise) 69 Kgf.

Testing method as per IS 1969 – 1985 and IS 6192-1971

ii) Seam breaking load : Bottom seam 32 kgf. Testing method as per IS 9030 – 1979.

9.2 The specified strength value of fabric and seam shall be an average breaking load Value of the samples under test. Individual value shall however be not below 10 (Ten) percent of specified value.

## **10 WEIGHT :-**

The weight of the individual 50 Kg. Bags made from fabric circular woven should be 120 gms. with tolerance of  $\pm 2\%$  in case of individual bag and  $\pm 2\%$  for bale of 500 Bags. (excluding packing material).

## **11 BRANDING :**

- 11.1 The bags will be branded by flexo printing method.
- 11.2 The HDPE bags shall be branded by printing in one/two colour as specified and as per the design Colour code furnished by MAIDC from time to time for various grades of NPK Fertiliser
- 11.3 The colour of printed bags shall be bright and the printing should not chip / wipe off during handling of the filled bags. The branding should be done with non-flow and non-washable, scratchproof ink of reputed manufacturer. Ink used should give scotch Tape test, Nail test, Alkali/Urea, DAP resistance so that printing matter do not fade over a period Branding should be done with suitable process so that the deteriorating in the quality of branding is avoided. If quality of printing is found to be poor MAIDC LTD. reserves the right to reject the entire lot offered.
- 11.4 The parties should clearly mention the type of bags offered and corresponding weight for which the price is quoted.

## **11 PACKING :**

- i) Bags will be packed for dispatch in trusses of exactly 500 Nos.
- ii) Trusses will be so made that the contents are protected from stains, oil or any other damaged in handling. Bags should not stick to one another and should be freely separable.

## **12 MARKING:**

- i) All bags should bear code of the supplier the quarter number and month to which the lot belongs to identify each bag. The additional branding as per packaged Commodities Regulation Order 1975 (latest version is to be done details of which will be furnished with Purchase Order.)
- ii) Each truss should be clearly marked with purchase order number and date, month and year of manufacturer, serial number of the truss, weight, the number of bags and type of bags contained.

## **13 INSPECTION**

The MAIDC Ltd. will have right to appoint an Inspection Agency for pre-shipment inspection during the pendency of the contract.

## **14 SAMPLING AND TESTING**

- 14.1 Samples drawn as stated below will be tested either by MAIDC Ltd. or any other independent laboratory, if necessary. Results of such testing will be final and binding on supplier.
- 14.2 All the trusses containing one definite number of bags of same dimensions and quality delivered to the factory against one dispatch note, shall constitute a lot. The number of bags to be sampled at random from each lot separately for testing various characteristics shall be as follows.

No. of Trusses in the lot	No. of Trusses to be selected	No. of bags to be selected
1	1	5
2	2	8
3 to 6	3	12
7 to 20	5	20

21 to 70	8	32
71 & above	13	52

- 14.3 The bags selected as per clause No.17.03 shall be tested for mass and criteria for conformity for passing the lot in mass will be as follows:

No. of Trusses in the lot	No. of Trusses to be selected	No. of bags to be selected	Permissible No. of defective bags
1	1	5	0
2	2	8	0
3 to 6	3	12	0
7 to 20	5	20	1
21 to 70	8	32	2
71 & above	13	52	3

- 14.4 Under any circumstances material will not be dispatched by the supplier before pre dispatch inspection without specific written permission of MAIDC Ltd. In the event of Material dispatched to the factories with prior permission of MAIDC Ltd. the samples will be drawn at consignee and will be got tested as stated in 16.02 above.

- 14.5 Bags not meeting the required specifications will be accepted by the Corporation solely at the discretion of the Corporation after imposing the quality cut as shown below

Quality Norms Deficiency upto	Quality cut imposed
Upto 1%	1%
Above 1% to 2%	2%
Above 2% to 3%	3%
Above 3% to 4%	4%
Above 4% to 5%	5%

The Bags having deficiency more than 5% will not be accepted.

## 15.0 **DELIVERY/DESPATCH:**

Timely delivery will be the essence of the contract. The dispatches should commence as per schedule given in our purchase order and supplies should be completed as per the instructions given from time to time. For this purpose a lot would be of 50000 bags minimum. For late delivery penalty shall be levied.

- 15.1 If MAIDC Ltd. have notified in writing that they are not ready to take delivery, Bags should not be dispatch until an intimation in writing have been given to the supplier by the MAIDC that the factories of MAIDC Ltd. are ready to take delivery provided also that the delivery schedule shall stand amended accordingly.
- 15.2 If the contractor fails to complete the contract of any part thereof within the period prescribed for such completion, the MAIDC Ltd. shall have any of the following options at its sole discretion –
1. To recover from the supplier late delivery penalty charges, not less than half percent of the value of such contract or portion thereof, subject to a maximum of 5% while the supplier failed to complete as aforesaid, for each week or part of the week, during which the completion of such contract may be in arrears.
  2. To cancel the contract or portion thereof and/or if so decided proceed with a fresh contract with alternative sources at the risk and cost of the contractors
  3. To treat the default as breach of contract and if so decided, to terminate the contract forthwith forfeiting security deposit.

### **15.3 NOTIFICATION OF DESPATCH**

Immediately on dispatch the supplier shall forward documents to MAIDC Ltd. as under. Three copies of invoice with VAT & CST Regn. No/Date should be forwarded direct to (FERT.DIVISION) M.A.I.D.C. Ltd., Mumbai-400 065 along with the delivery challan, packing list, test report and original Excise Documentary proof.

### **16. TRANSIT RISK:**

It will be responsibility of the supplier to deliver the goods of the specified quality at the destination. All losses and damaged in transit will be supplier's account.

### **17.0 REJECTION OF SUPPLIES**

17.1 Bags not conforming to the specifications shall be rejected by MAIDC Ltd. at their sole discretion.

17.2 If any consignment is rejected as aforesaid MAIDC Ltd. shall exercise the following option at their sole discretion.

1. To return the rejected bags after making the bags as 'R' or 'X' and allow the supplier to replace it with bags of right specifications without any further cost to MAIDC Ltd.

2. The quantity of bags rejected or any other bags for similar purpose at the risk and cost of the supplier without affecting supplier liability as regards supply of balance consignment due under the contract.

17.3 The supplier must remove consignment rejected as aforesaid, within 30 `days from the date of receipt of intimation of rejection. Such rejected bags at the supplier's risk from the time of such rejection and if not removed within the abovementioned time MAIDC Ltd., shall have right either to return the rejected bags on 'Fright to Pay' or to dispose off, such bags at the supplier's risk and cost and to retain such portion of the proceeds as may be necessary to cover any loss or expenses incurred by MAIDC Ltd., in connection with such sale.

17.4 In case MAIDC Ltd., accept in part or in full the rejected consignment under extra ordinary circumstances a suitable quality cut will be applied which will be at the sole discretion of MAIDC Ltd.

17.5 If the supply is consistently of poor quality, the balance quantity of order will be cancelled and/or the supplier may at the option of MAIDC Ltd., be debarred from the participation of any future tenders and would be accordingly informed.

### **18. VALIDITY OF TENDERS :-**

The tenders should be valid for **60 days** from the date of opening of tenders.

(M.B.Borse)  
**Dy. General Manager(Fert.)**

**THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.  
KRUSHIUDYOG BHAVAN AAREY MILK COLONY, DINKARRAO DESAI MARG,  
GOREGAON (EAST), MUMBAI 400065.**

**GENERAL TERMS AND CONDITIONS FOR SUPPLY OF  
MILKY WHITE HDPE (Woven Circular) Bags**

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://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 tender has noticed 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.

The purchaser shall scrutinize all the tenders received by them. The tenders shall be opened on the day and time fixed in advance. The tenderer shall be at liberty to remain present at the time of opening tenders. After scrutinizing the tenders it shall be the right of the purchaser either to accept a single or more tenders and/or to reject any one or all the tenders. The purchaser shall not be bound to give any reason either for acceptance or rejection of tender.

## **8. EARNEST MONEY**

- a) 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 only net banking towards Earnest Money Deposit. No tender shall be accepted without Earnest Money Deposit of Rs. 1, 00,300/-. And for SSI Rs.10, 000/-. 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

## **9. 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. However amount of security deposit shall be not exceed Rs. 5,00,000/- and for SSI Rs.1,00,000/- . 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 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.

## **10. 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.

## 11. RATES:

- a) The rates specified in the tender should be exclusive of GST may be mentioned separately) 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 following destinations. However, on request, if transport charges are paid by our factory, the transport charges actually paid and any other Tax at the prescribed rate shall be recovered from the bills. 2% Cash Discount will be recovered on such amount paid. The rates offered/accepted will remain valid for 60 days from the date of opening of the tender. 1. Rasayani, 2. Pachora, 3.Nanded, 4 Wardha, 5 Kolhapur, 6. Jalna, 7. Yetomal 8.BEC Pulgaon, 9.Rukadi.
- c) 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.

## 12. 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.

## 13. TAXES:

- a) The tenderer should indicate in detail the taxes applicable as per GST ( percentage of applicable GST may please be mentioned in the tender) the requirement of submission of various forms under the GST. He shall also have to quote his GST registration number.

## 14. PACKING & FORWARDING:

The packing & forwarding charges are to be borne by the tenderer. The mode of packing should be indicated by the tenderer while submitting the tender.

## 15. INSURANCE

Whenever rate accepted for 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.

## 16. 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.

## 17. WEIGHMENTS/ SAMPLING

- a) Weighments of quantity, assessment of material certified by purchaser's factory 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 at fertilizer factories in presence of Tenderer or Representatives of supplier if remain present at the time of delivery at factories. Samples drawn so, will be final. 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
- e) 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.

#### **18. 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/per truss 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.

#### **19. 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.

- 20.** 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, strength etc. and all other liabilities including legal expenses arising out of non-confirmation of specifications of HDPE & PP bags supplied.

**21. 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.

**22. 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.

**23. 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.

**24. 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 act 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 accrued or shall accrue there after 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.

**25. 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.

**26. 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.**

27. 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.

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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.**