



# THE MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)

(Registered under the Companies Act, 1956)

CIN No.UO5000MH1965SGC013380



## SHORT E-TENDER NOTICE

• Registered Office :  
Krushi Udyog Bhavan,  
Dinkarrao Desai Marg, Aarey Milk Colony,  
Goregaon (East), Mumbai 400 065.  
Telephone : 29272027-28-29-31-32  
Fax : 29272026  
E-mail : fertilizer@maidcmumbai.com

Ref No. MAIDC/KU-Trading/2017/7386

Date:- 12.10.2017

**Sub: - Short e-Tender for supply of Biofertilisers, Micro nutrient, Water soluble fertilizers, City compost, PROM, Foliar application in Krushi Udyog Brand for trading purpose on FOR Delivery basis in Maharashtra State**

Online Digitally signed Tenders are invited from Manufacturer/Authorised Supplier for supply of Bio Fertilizer, Micro Nutrient, Water Soluble Fertilizer, City compost, PROM, and Straight Potassic Fertilizer (Potassium Schoenite), Foliar Application in Maharashtra under Krushi Udyog Brand and in Suppliers own brand.

Manufacturer/suppliers should quote rate on FOR Delivery basis all over the Maharashtra in Krushi Udyog Brand.

Tenders to be submitted on department's tendering portal i.e. <https://mahatenders.gov.in> in two online envelope system marked as **Technical Envelop-T1 & Commercial Envelope-C1**. Tender forms are available for download on above mentioned eTendering Portal as well as on our website [www.maidcmumbai.com](http://www.maidcmumbai.com)

Tender Documents fees of Rs.1, 300/- (Rs.One Thousand Only) (Non refundable inclusive of all taxes) should be paid via online payment gateway.

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 interested bidders will have to make online payment of Earnest Money Deposit (using 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.

For more help = Bidders should refer the "Bidders Manual Kit, "Help for Contractors", "Information about DSC" and "Frequently Asked Questions" on Website. 24x7 Helpdesk Toll Free no: 180030702232 & Mobile No.917878107985-86/917878007972-73/9082097816 For further information, please visit - <https://mahatenders.gov.in>

The envelope "T1" will be opened first and envelope "C1" will be opened

only if the contents of envelope "T1" are found as per requirement. Otherwise the tender offer will be rejected.

Tender offer will be opened on 27.10.2017 at 12.05 A.M. at our Goregaon Office, Mumbai in presence of tenderers

The M.A.I.D.C. reserves all right to accept or reject any or all tenders in part or full without assigning any reason whatsoever.

Sd/-  
( Mahendra Borse )  
Dy. G. M. (Fert.)

**Tender time schedule (Key dates)**

The tender schedule is as under.

Releasing date	Closing date & Time	Opening date & Time
12.10.2017	26.10.2017 12.00 PM	27.10.2017 12.05 PM

To,

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

**Subject: Supply of Biofertilisers, Micro nutrient, Water soluble fertilizers,  
City compost, PROM , Foliar Application in Krushi Udyog Brand for  
trading purpose on FOR delivery basis in Maharashtra State**

**Reference:** Tender Notice NO.

**Date:-12.10.2017**

Dear Sir,

Online tenders are invited from from Manufacturer/Authorised Supplier for supply of Biofertilisers, Micro nutrient, Water soluble fertilizers, city compost. The suppliers having Dealer registration Certificate (DRC) (as per FCO 1985) issued by Commissioner of Agriculture of State Govt. or willing to obtain DRC from COA may offer their rates. The tenderer willing to supply of Biofertilisers, Micro nutrient, Water soluble fertilizers,,city compost, Phosphate Rich Organic Mannure (PROM) & already having DRC will have to submit a copy of dealer registration certificate (DRC) issued by Commissioner of Agriculture of State Govt. & Source certificate ("O" Form).

Terms & conditions of the supply is enclosed herewith.

MAIDC reserves the right to accept any tender in part or whole or to reject all tenders without assigning any reason thereof.

**Part 1**  
**Bio Fertilizer.**  
**(Specification as per Fertiliser (Control) Order 1985)**

**Product.- Mycorrhiza (Powder)**

(i)	Base	Fine Powder/Granules
(ii)	Particle size for carrier based powder formulations	90% should pass through 250 micron IS sieve (60 BSS)
(iii)	Moisture content percent maximum	8-12
(iv)	pH	6.00 to 7.5
(v)	Total viable propagules/gm of product, minimum	100/gm of finished product
V	Infectivity potential	80 infection points in test roots/gm of mycorrhizal inoculums used.

## Part 2

### **100 % Water Soluble Fertilizers (Specification as per Fertiliser (Control) Order 1985)**

#### **(A) Product. - Potassium Magnesium Sulphate (K: Mg:S as 22:18:20)**

(i)	Moisture per cent by weight, maximum	0.5
(ii)	Potash content (as K <sub>2</sub> O) percent by weight minimum	22.0
(iii)	Magnesium as MgO, percent by weight minimum	18.0
(iv)	Total chloride (as Cl), percent by weight (on dry basis) max	2.5
(v)	Sodium (as NaCl), percent by weight (on dry basis), max	2.0
(vi)	Sulphur (as S) percent by weight, min	20.00

#### **(B) Product. - NPK - 19:19:19**

(i)	Total nitrogen percent by weight, minimum	19.00
(ii)	Nitrate nitrogen percent by weight, maximum	4.00
(iii)	Ammonical nitrogen percent by weight, minimum	4.5
(iv)	Urea nitrogen percent by weight, maximum	10.5
(v)	Water soluble Phosphate (as P <sub>2</sub> O <sub>5</sub> ) percent by weight min	19.0
(vi)	Water soluble potash (as K <sub>2</sub> O) percent by weight, minimum	19.00
(vii)	Sodium as NaCl per cent by weight on dry basis maximum	0.5
(viii)	Matter insoluble in water per cent by weight, maximum	0.5
(ix)	Moisture percent by weight, maximum	0.5

#### **(C) Product. - Potassium Nitrate (13:0:45)**

(i)	Free flowing crystalline	
(ii)	Moisture percent by weight max	0.5
(iii)	Total Nitrogen (all in Nitrate form), percent by weight minimum	13.0
(iv)	Water soluble potash (as K <sub>2</sub> O) percent by weight, minimum	45.0
(v)	Sodium (as Na) (On dry basis) percent by weight, min	1.0
(vi)	Total Chloride (as Cl) (On dry basis) percent by weight, max.	1.5
(vii)	Matter insoluble in water percent by weight, maximum	0.05

#### **(D) Product. - Mono- Potassium Phosphate (0:52:34)**

(i)	Moisture percent by weight max.	0.5
(ii)	Water soluble Phosphate (as P <sub>2</sub> O <sub>5</sub> ) percent by weight min	52.0
(iii)	Water soluble potash (as K <sub>2</sub> O) percent by weight, minimum	34.0
(iv)	Sodium (as NaCl) percent by weight (On dry basis) maximum	0.025

#### **(E) Product. - Mono- Ammonium Phosphate (12:61:0)**

(i)	Mositure, percent by weight, . Max	0.5
(ii)	Ammonical nitrogen percent by weight, minimum	12.0
(iii)	Water soluble Phosphate (as P <sub>2</sub> O <sub>5</sub> ) percent by weight min	61.0
(iv)	Sodium (as NaCl) percent by weight (On dry basis) maximum	0.5
(v)	Matter insoluble in water percent by weight, maximum	0.5

**(F) Product. - Calcium Nitrate**

(i)	Total Nitrogen, percent by weight minimum	15.5
(ii)	Ammonical Nitrogen percent by weight, max.	1.1
(iii)	Nitrate Nitrogen as N percent by weight minimum	14.4
(iv)	Water Soluble Calcium as percent by weight minimum	18.8

**(G) Product. - NPK - 13:40:13**

(i)	Total Nitrogen percent by weight, minimum	13.0
(ii)	Nitrate nitrogen percent by weight, maximum	4.4
(iii)	Ammonical nitrogen percent by weight, maximum	8.6
(iv)	Water soluble Phosphate (as P <sub>2</sub> O <sub>5</sub> ) percent by weight min	40.0
(v)	Water soluble potash as K <sub>2</sub> O percent by weight, minimum	13.0
(vi)	Sodium as NaCl percent by weight, on dry basis	0.15
(vii)	Matter insoluble in water percent by weight, maximum	0.5

**Part 3**  
**Straight Potassic Fertilizers**  
**(Specification as per Fertiliser (Control) Order 1985)**

**(H) Product. - Potassium Schoenite**

(i)	Moisture per cent by weight, maximum	1.5
(ii)	Potash contents (as K <sub>2</sub> O) percent by weight ( on dry basis), minimum	23.0
(iii)	Magnesium oxide (as MgO) per cent by weight maximum	11.00
(vi)	Sodium (as NaCl) (on dry basis) percent by weight, maximum	1.5

**Part 4**  
**(Specification as per Fertiliser (Control) Order 1985)**

**1) Product. - City Compost.**

(i)	Moisture per cent by weight	15.0-25.0
(ii)	Colour	Dark brown to black
(iii)	Odour	Absence of foul odour
(vi)	Particle size	Minimum 90% material should pass through 4.0 mm IS sieve
(v)	Bulk density ( g/cm <sup>3</sup> )	< 1.0
(vi)	Total Organic Carbon, per cent by weight, minimum	12.0
(vii)	Total Nitrogen (as N), percent by weight, minimum	0.8
(viii)	Total Phosphates (as P <sub>2</sub> O <sub>5</sub> ) percent by weight, minimum	0.4
(ix)	Total Potash (as K <sub>2</sub> O) percent by weight minimum	0.4

(x)	C:N ratio	< 20
(xi)	pH	6.5 – 7.5
(xii)	Conductivity (as dms <sup>-1</sup> ) not more than	4.0
(xiii)	Pathogens	Nil

2) **Product. - Phosphate Rich Organic Mannure (PROM)**

(i)	Moisture per cent by weight, maximum	25.00
(ii)	Particle size	Minimum 90% material should pass through 4.0 mm IS sieve
(iii)	Bulk density ( g/cm <sup>3</sup> )	Less than 1.6
(iv)	Total Organic Carbon, per cent by weight, minimum	7.9
(v)	Total Nitrogen (as N), percent by weight, minimum	0.4
(vi)	Total Phosphates (as P <sub>2</sub> O <sub>5</sub> ) percent by weight, minimum	10.4
(vii)	C:N ratio	Less than 20:1
(viii)	pH (1:5 solution) maximum	6.7
(ix)	Conductivity (as dms <sup>-1</sup> ) not more than	8.2
x)	Heavy metal content (as mg/kg)	
	Percent by weight, maximum	
	Arsenic (as As <sub>2</sub> O <sub>3</sub> )	10.00
	Cadnium (as Cd)	5.00
	Chromium (as Cr)	50.00
	Copper (as Cu)	300.00
	Mercury (as Hg)	0.15
	Nickel (as Ni)	50.00
	Lead (as Pb)	100.00
	Zinc (as Zn)	1000.00

**Part 5**

**Micro nutrient**

**(Specification : - As per Fertiliser (Control) Order 1985)**

**1. Grade (I) (Powder)**

**2. Grade (II) (Powder) (Amino Acid Base, Multi Micronutient)**

**3. Grade (II) Liquid**

**4. Chelated Zinc as Zn-EDTA (12 %)**

(i)	Appearance – Free flowing crystalline/powder	
(ii)	Zinc content (expressed as Zn), per cent by weight minimum in the form of Zn-EDTA	12.0
(iii)	Lead (as Pb), per cent by weight, maximum	0.003
(iv)	Ph	6.0 – 6.5

#### 5. Chelated Iron as Fe-EDTA (12 %)

(i)	Appearance – Free flowing crystalline/powder	
(ii)	Iron content (expressed as Fe), per cent by weight minimum in the form of Fe-EDTA	12.0
(iii)	Lead (as Pb), per cent by weight, maximum	0.003
(iv)	pH	5.5 – 6.5

#### 6. Copper Sulphate (CuSO<sub>4</sub>.7H<sub>2</sub>O)

(i)	Copper (as Cu) per cent by weight, minimum	24.0
(ii)	Sulphate sulphur (as S) per cent by weight, minimum	12.0
(iii)	Matter insoluble in water per cent by weight, maximum	1.0
(iv)	pH (5% solution) not less than	3.0
(v)	Lead (as Pb) per cent by weight, maximum	0.003
(vi)	Cadmium (as Cd) per cent by weight, maximum	0.0025
(vii)	Arsenic (as As) per cent by weight, maximum	0.01

#### 7. Magnesium Sulphate (9.6%)

(i)	Magnesium (as Mg) percent by weight, minimum	9.5
(ii)	Sulphate Sulphur (as S) per cent by weight, minimum	12.0
(iii)	Matter insoluble in water per cent by weight maximum	1.0
(iv)	pH (5% solution)	5.0 – 8.0
(v)	Lead (as Pb) per cent weight, maximum	0.003
(vi)	Cadmium (as Cd) per cent by weight, maximum	0.0025
(vii)	Arsenic (as As) per cent by weight maximum	0.01

#### 8. Manganese Sulphate (30.5%)

(i)	Manganese (as Mn) content per cent by weight, minimum	30.5
(ii)	Sulphate Sulphur (as S) per cent by weight, minimum	17.0
(iii)	Matter insoluble in water per cent by weight, maximum	1.0
(iv)	pH (5% solution) not less than	4.0
(v)	Lead (as Pb) per cent by weight, maximum	0.003
(vi)	Cadmium (as Cd) per cent by weight, maximum	0.0025
(vii)	Arsenic (as As) per cent by weight, maximum	0.01

1. **Delivery Schedule:** Delivery schedule will be given along with purchase order as per requirement. The Material should be supplied within 15 days from the date of delivery instruction..
2. **Destinations** :- FOR anywhere in Maharashtra State at Dealers Destination.
3. **Rate** : Rate as per Commercial Bid
4. The tenderer should specifically mention the properties & storage conditions for the micronutrient offered by them.
5. Rate should be offered for **BACK to BACK Payment**.
6. If some stock remains unconsumed / unsold & becomes non-saleable, the tenderer

will have to revalidate / repack the same at tenderer's cost to bring it to saleable condition.

7. Considering the shelf life of **Mycorrhiza** (as per FCO) its sensitive nature, the manufacturing activity located in Maharashtra State will be considered on priority.
8. Concern manufacturer should have technically qualified staff, well equipped bio-fertiliser manufacturing laboratory, manufacturing and storage and transport facility with controlled temperature conditions.
9. The source mother culture used for bio-fertilisers manufacturing should be from Agriculture Universities or recognized central / state laboratories.
10. The material used for manufacturing bio-fertilisers should be as mentioned in per FCO specification.
11. Providing incorrect / wrong information in tender, pressurizing the committee by any ways etc. if noticed, will lead to non-consideration of the tenderer by the committee.

**The tenderer should submit his offer online digitally sealed envelopes marked as 'T1' Technical Envelope & Commercial Envelope 'C1'**

**Envelope 'T1' Technical Bid should contain following 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 certificate.
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.
11. Fertilizer testing lab as per FCO guidelines with valid approval from divisional technical officer quality control.
12. Records of samples for 1 year (QPC).
13. Capacity certification from chartered auditor.
14. Production unit inspection report, certifying the production capacity by the District Quality Control Officers, Div. Technical officer of the short listed vendor.
15. ISO or equivalent standards are preferred.
16. Factory premises and actual lab records on site along with inspection of laboratory and production facilities should be to the satisfaction of the MAIDC officials.
17. Vendor should have track record of supplying the said product in the market to reputable quality conscious business houses (Purchase orders and billing details to be annex).
18. Copy of PAN card.
19. SSI Units must submit copy of SSI Registration of Directorate of Industries, Govt. of Maharashtra State.
20. Manufacturing turnover of agro related products will be in the range of 5 to 10 crores.

The interested tenderer may submit copy of above documents for obtaining Vendor Registration Certificate from our office in working hours i.e. Monday to Friday which can be uploaded in the Technical bid envelope "T1". If this certificate is not obtained, the tenderer will have to upload the above documents online as per the key dates of the schedule.



**The Manufactureres/Importers of Water Soluble Fertilizers are eligible to participate in this Tender. The manufacturer/importer should have valid manufacturing/importing license under FCO 1985 for Water Soluble Fertilizers.**

**The manufacturer/importers should have necessary permission from State Department of Agriculture for marketing of Water Soluble Fertilizers.**

**The Tender should be accompanied with all the requisite documents as indicated in technical bid**

**2) Envelope 'C1' Commercial Bid :-**

Commercial Bid is to 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 online as per key date of the schedule and original copy of commercial bid is to be submitted at the time of opening bid. If any discrepancy is noticed in the uploaded scan copy and original copy submitted to us, the entire bid will be rejected.

Both the envelopes will have to be filled online and sealed using their respective Digital Certificates.

All the stages in E-Tendering system are auto time-locked. Hence, bidders are requested to complete their bids online as per the key dates mentioned in e-tender schedule.

Thanking you,

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

Sd/-

( Mahendra Borse )  
Dy.Gen.Manager (Fert.)

Encl : 1) Proforma for submission  
of rates 2)Terms &  
conditions for supply. 3)  
Format of Company  
Information

(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 Bio fertilisers, Micro nutrient, Water soluble fertilizers, City compost, PROM , Foliar Application in Krushi Udyog Brand for trading purpose on FOR delivery basis in Maharashtra State**

Ref.No:- . MAIDC/KU-Trading/2017/7386

Date:12.10.2017

Sir,

With reference to above, we are submitting our rates for the supply of Biofertilisers, Micro nutrient, Water soluble fertilizers, Foliar Application, City compost, Prom confirming the FCO specifications in "Krushi Udyog" brand for trading on FOR Basis in the State of Maharashtra.

Product	Packing	Basic Rate per pack (inclusive of transporation)	GST @ ____	Total FOR Rate per pack	Remarks
<b>A)Bio Fertilizers</b>					
Mycorrhiza (Powder)	100 gms				
	1 Kgs.				
Mycorrhiza (Granular)	1 Kgs.				
	4 Kgs.				
<b>B) 100% Water Soluble Fertilizers</b>					
1. Potassium Magnesium Sulphate (K: Mg: S as 22:18:20)	1 Kgs.				
	25 Kgs.				
2.NPK - 19:19:19	1 Kgs.				
	25 Kgs.				
3.Potassium Nitrate (13:0:45)	1 Kgs				
	25 Kgs/				
4. Mono Potassium Phosphate (00:52:34)	1 Kgs.				
	25 Kgs.				
5. Mono Ammonium Phosphate (12:61:0)	1 Kgs.				
	25 Kgs				
6. Calcium Nitrate	1 Kgs				
	25 Kgs.				
7. NPK 13:40:13	1 Kgs.				
	25 Kgs.				
8. Potassium Sulphate (00:00:50)	1 Kgs				
	25 Kgs.				

Product	Packing	Basic Rate per pack (inclusive of transporation)	GST @ ____	Total FOR Rate per pack	Remarks
<b>C) Straight Potassic Fertiliser</b>					
1. Potassium Schoenite	1 Kgs.				
	25 Kgs.				
<b>D) Micro Nutrient</b>					
1. Grade (I) (Powder)	1 Kgs.				
	4 Kgs.				
2. Grade(II) (Powder) (Amino Acid Base Multi Micro Nutrient )	100 gms.				
	500 gms.				
	1 Kgs.				
3. Grade (II) (Liquid)	500 ml				
	1 Ltr.				
	5 Ltr.				
E) City Compost	30 Kgs.				
F) PROM	50 Kgs.				
<b>G) Foliar Application</b>					
a) Chelated Zinc as Zn – EDTA 12%	500 gms				
	1 Kgs.				
b) Chelated Iron as Fe – EDTA 12%	500 gms				
	1 Kgs.				
c) Copper Sulphate (CuSO <sub>4</sub> .5H <sub>2</sub> O)	500 gms				
	1 Kgs.				
d) Manganese Sulphate (Mn 30.5%)	500 gms				
	1 Kgs.				
e) Magnesium Sulphate (as Mg 9.6%)	500 gms				
	1 Kgs.				

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	
GSTN 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

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

**TENDER GENERAL TERMS AND CONDITIONS**

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.**

**1. 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.

**2. PARTIES:**

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

**3. SUBMISSION OF TENDER QUOTATION:**

Tenderer should submit their tender via e-tendering system on site [“https://mahatenders.gov.in”](https://mahatenders.gov.in)

**4. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE TENDERER :**

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

**OR**

A person signing the tender or any documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person who is signing had no authority to do so, the 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.

5. 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.

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

9. **REJECTION OF TENDER**

Any tender

This varies from our terms & conditions or stipulate counter conditions

**OR**

This fails to provide required information or is otherwise incomplete.

**OR**

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

10. **ACCEPTANCE OF TENDER**

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

- i) To reject any or all tenders,
- ii) To split the purchase amongst two or more tenderers – Purchaser will split the purchase amongst tenderers finalized at its sole discretion.
- iii) Purchaser reserves the right to split the purchase in whole or in part without assigning any reason whatsoever.
- iv) Purchaser does not guarantee any minimum quantity during the tenure of the contract.
- v) To negotiate with one or more tenderers for revision of rates downwards if the purchaser feels that the rates so received are not appropriate.
- vi) To reject the tender on the basis of unsatisfactory performance of the tenderer in subject or previous contract with the purchaser.
- vii) To reject the tender of delisted tenderer by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- viii) To reject the tender having financial or business association with the purchaser's employee.

- ix) To reject any tender who have quoted abnormal Low/High rate in comparison with the prevailing market rate &/or the rates received last 3 (three) years for the said bid.
- x) When tenders are received from any proprietorship/firm/companies having the same proprietor or one or more partners/Directors in the business organization of any other party (hereinafter called common firms), such tenders shall be considered as having been received from only one applicant in different names and the lowest acceptable quotation of such common firm shall only be considered for evaluation.
- xi) When tenders are received from any proprietorship/firms/companies having one or more common business facilities such as CIN No. telephone, fax, emblem, address etc. shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered.

#### **11. ASSIGNMENT OR SUBLETTING OF CONTRACT**

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

#### **12. EARNEST MONEY**

- a) The interested bidders will have to make online payment (using net banking) of Rs.1,00,300/- (inclusive of all taxes) at the time of entering online bid submission stage of the tender schedule.
- b) That if the tenderer backs out after submission of tender (within the validity period of the tender) and on before or after acceptance of his tender (either whole or in part) the purchaser shall have right to forfeit the amount of earnest money deposit.
- c) Amount of earnest money shall be refunded 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 completion of contract, until accounts are settled.

#### **13. SECURITY DEPOSIT.**

- a) Those who are not Govt. Undertaking do not have Govt. participation shall be required to pay Security Deposit. The tenderer whose tender is accepted by the purchaser shall deposit an amount of Security Deposit 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 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 purchaser) for equivalent amount from the Scheduled Bank/Nationalized 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) or Bank Guarantee shall be retained by the purchase during the period of contra 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.

14. **VALIDITY OF TENDER:**

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

15. **RATES:**

- a) The rates specified in the tender should be exclusive of GST (GST may be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply anywhere in the State of Maharashtra. Any other taxes, duties, levies by whatever name called imposed and liveable on the material sold in pursuance of this contract will be borne by the tenderer.
- b) No rate revision will be considered during the period of contract. However any increase/decrease in the statutory Levis will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.
- c) Rates should be offered on **BACK TO BACK PAYMENT BASIS.**
- d) The tendered quantity once accepted and purchase order placed with the tenderer by the purchaser, the supplier shall be bound to supply the same. The tenderer should offer only such quantity, which they are in position to supply during the contract period.
- e) The supplier shall not sell product being offered at the lower price than the 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.

16. **PAYMENTS :**

- i) Purchaser will be liable to make the payment subject to the receipt of material as per FCO Specifications, receipt of G.R.Notes from the Regional Offices and receipt of supplier's



invoice in duplicate accompanying with Government Lab Test Report, Copy of Purchase order and Payment Confirmation Certificate from our Regional Office.

ii) Security Deposit amount will be refunded to the successful tenderer only after the completion of contract with in all respects and reconciliations of accounts and by providing GST paid confirmation certificate duly certified by concern Chartered Accountant with Account Statement.

iii) In case of Quality the whole responsibility will be on Tenderer.

## **17. 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. Tenderer is liable to pay losses incurred by MAIDC LTD in such transaction.

Purchaser reserves the right to blacklist supplier in future participation in the tenders in case of non-supply of indented quantity and substandard supply.

## **18. 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.

## **19. 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. Design and Art Work of packing will be provided by us.

## **20. INSURANCE**

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

## **21. DELIVERY & DELIVERY SCHEDULE**

- a) After receipt of firm indent form concern Our Regional Office and/or Head Office will place Purchase Order to the concern tenderer with the delivery schedule. The quantity, place and date is mentioned in the delivery schedule. The Tenderer shall be bound to effect the deliveries strictly according to the date and specifications and other instructions mentioned therein.
- b) The purchaser shall have right to make alteration/modification in the delivery schedule in Purchase Order placed. The tenderer will have to deliver the material from the date of placement of purchase order accordingly.
- c) That if the tenderer fails to deliver the material or any part thereof within the period fixed for such delivery the purchaser may without prejudice to the right of the purchaser, recover damages for breach of contract.

- d) The time for and the date of delivery of material stipulated to the delivery schedule shall be deemed to be the essence of the contract and delivery must be completed not later than the date (s) as specified in the delivery schedule.

## **22. WEIGHMENTS/ SAMPLING**

Random samples will be drawn as per the norms of FCO by concerned Government Authorities. Analysis of samples drawn, will be final.

## **23. REJECTION OF SUPPLIES**

- a) Analysis Report of Fertiliser sample (FORM "L") will be considered as final report.
- b) If the Analysis report indicates sample failure according to specifications given in FCO, in such cases the purchaser reserves right to withhold the payment of the batch mentioned therein.
- c) In case the sample drawn by Govt. Authority is declared fail in the analysis, it will be sole responsibility of the tenderer to make an appeal for referee analysis as per FCO.

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

Whenever any claim or claims for payment of sum of money arise out of or under the contract against the tenderer, the purchaser shall be entitled to withhold also for a lien to retain a sum or sums in whole or in part from the pending bills and '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.

- 25 The tenderer shall agree that it will indemnify and hold purchaser harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which purchaser may suffer or incur and which arise out of tenderer's breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the tenderer or any liability incurred or claimed against purchaser by any person whatsoever with regard to quality contents, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of purchaser or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any

liability/damages/cost of expenses suffered by purchaser directly or indirectly as a result of arising out of the foregoing or breach or non observance.

Without prejudice to the above, it will also be specifically agreed by tenderer that it will indemnify purchaser against any loss suffered by purchaser on account of quality problems such as nutrient deficiency, weight, moisture, water soluble contents etc. and all other liabilities including legal expenses arising out of non-confirmation of FCO specifications.

## 26. **LAWS GOVERNING THE CONTRACT**

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

## 27. **JURISDICTION OF COURTS**

The courts of the place 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.

28. 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 estate 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 thereafter to the purchaser and provided also the tenderer also liable to any, the purchaser for any extra expenditure he has thereby put and the tenderer shall under no circumstances be entitled to any gain on purchaser's purchase.

## 29 **ARBITRATION**

In the event of any dispute or differences arising out of 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.

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

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 purchaser by the tenderer, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labour problems persists for more than 2 months and the tenderer is unable to fulfill its obligations, purchaser will have option to terminate this contract by giving written notice to this effect.

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We 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.**