

Maharashtra Insecticides Limited
(a Subsidiary Company of M.A.I.D.C.Ltd., Mumbai)
(Incorporated under Companies Act.1956)
MIDC PHASE-III, C-4, SHIVANI-AKOLA
Tel: (0724) 2258054, Fax- (0724) 2258053
CIN NO. UG24210MH1984SGC032856

MUMBAI OFFICE
C/o. The Maharashtra Agro-Industries
Development Corporation Ltd.,
Krushi Udyog Bhavan,
Aarey Milk Colony Compound,
Goregaon (East), Mumbai-400 065
Tel : (29272027) Fax : (28719398/99)

E-TENDER NOTICE

Ref.No.: MIL/FFS-Tender/2017-18/07

Date : 26.05.2017

Sub : - e-Tender for the purchase of Form Fill Seal Machine for Pesticides Powder.

Dear Sir,

e-Tenders are invited for the purchase of Form Fill Seal Machine for pesticides by Maharashtra Insecticides Ltd., Shivani, Akola, Maharashtra. This is a subsidiary company of Maharashtra Agro Industries Development Corporation Ltd. – A Maharashtra Govt..undertaking. We are engaged in manufacturing of Pesticides since 1984.

We intend to purchase one automatic Form Fill and Seal machine for packing of our pesticides in powder form in pouches of Trilaminated Films. The pouches of 100 gm, 250 gm, 500 gm and 1 kg are to be filled and packed on this machine. **The purchase will be strictly governed by the terms and conditions mentioned below / bidder's terms will not be applicable in any case.**

The basic details are as follows –

A] Bulk Densities of our products --

Sr.No.	Name of the Product	Bulk Density gm/ml
1	Carbendazim	0.330
2	Copper Oxychloride	0.610
3	Acephate	0.415
4	Mancozeb	0.410
5	Metalaxyl+Mancozeb	0.400

B] Pouch and Film Dimensions –

Sr.No.	Packing	Pouch Length (mm)	Pouch Width (mm)	Film Width (mm)
1	100 gm	175	132	295
2	250 gm	215	160	355
3	500 gm	265	160	355
4	500 gm	275	190	415

C] Trilaminated Film Details – Heat sealable laminate.

Outer Layer – Virgin Polyester film of 12 micron thickness.

Middle Layer – Metalised Polyester Film (Met Poly) of 12 micron thickness.

Innermost Layer – Metallocene LDPE Film suitable for heat sealing, thickness 60 to 70 microns.

D] Our pesticide products are toxic and hazardous to human health.

Our Requirements –

1. The FFS Machine should be suitable for pouch forming out of Trilaminated Film and vertical & horizontal sealing of the same with Servo Sealing System and Servo Pulling System (motorised film unwinding and pneumatically operated film spindle).
2. Filling range is 100 gm, 250 gm and 500 gm.
3. Filling accuracy should be as follows

Pouch Size	Accuracy	By weight
100 gm	+/- 1 %	1.0 gm
250 gm	+/- 0.8 %	2.0 gm
500 gm	+/- 0.5 %	2.5 gm

4. Output Speed of pouches

Pouch Size	Number of Pouches
100 gm	40 to 45 per minute
250 gm	35 to 40 per minute
500 gm	30 to 35 per minute

5. The machine main frame should be sturdy and of Mild Steel coated with corrosion resistant paint. The contact parts should of SS 304 or SS 316.
6. The machine should be with –
 - a) Servo Motor Driven Auger Filler.
 - b) Closed Automatic Feeding System (Inclined conveyor) with stirrer mechanism and Variable A.C.Drive and Control Panel for feeding the bulk powder from the ground level hopper of capacity 750 kg. to the machine hopper **interlocked** with the machine and linked with Automatic Product Level Sensor. Suitable for constant feeding of material so as to maintain the level inside the machine hopper
 - c) Static Charge Eliminator.
 - d) Suitable for Centre Seal Pillow Type pouch with Centre sealing of minimum 12 to 15 mm band continuous type sealing - serrated, Horizontal sealing-Fin Type seal with 12 to 15 mm band. Horizontal and vertical jaw assembly driven by AC Motors and AC Drives / Servo Sealing System
 - e) Photo Mark Sensor. Photo Registration System.
 - f) Individual Pouch Cutting System.
 - g) Automatic indication for the end of film roll.
 - h) Programmed Logic Controller (PLC) and PID Temperature Controller for constant seal jaw.
 - i) Filter for compressed air and Pressure regulator and lubrication device (FRL Unit).
 - j) Dust collection system.
 - k) Digital display timer for machine cycle time/counter (count of number of pouch packed).
 - l) Weight error sensor.
 - m) Adjustments for Speed, Bag length, Filling timing with respect to jaw closing and centering of the film.
 - n) Relevant Accessories such as change parts consisting of forming collar, collar tube, auger pipe, auger screw, etc. suitable for quick and easy change over.
 - o) **Minimum requirement of compressed air and minimum power consumption.** Easy cleaning of Auger screw and pipe.
 - p) The machine should be with minimum mechanical components and having very less mechanical movement .
 - q) Mechanism with very less movement of Gears (hardly 30 to 35° of Gear rotation in sealing assembly) so that the wear and tear of components is minimum.
 - r) The machine should be noiseless i.e. very less decibels of operating sound so as to avoid the sound pollution.
 - s) Easy machine operation through touch screen HMI for easy machine operation.

Major Terms and Conditions -

Terms and conditions hereinafter shall be binding on the tenderer & Maharashtra Insecticides Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to Maharashtra Insecticides Ltd.

1. The price offer should be on FOR delivery basis / transfer of equipment to our factory i.e. including packing & forwarding, transportation, transit insurance, road permit, loading-unloading, uncrating etc. The rate is to be quoted in figure as well as in words.
2. The services of erection, commissioning and trials should be included in the rate quoted. No additional payment will be given for the same for any reason. The work of installation will be supposed to be completed only after the successful trials are given to us by the bidder and "Certificate of Satisfactory Installation and Commissioning" is issued by Chief Executive, MIL to the supplier.
3. Rates for the each optional accessories should be quoted separately specifying the details.
4. Statutory taxes and duties applicable should be mentioned separately in the bid. However, the taxes and duties prevailing at the time and date of delivery of the machine will be applicable for payment. The C-form will be arranged by us in case the CST is applicable.
5. The rates offered should be valid for **90 days** from the opening of the bids.
6. Payment Terms –
 - a) **40% payment of basic price in advance with the Purchase Order against Bank Guarantee .**
 - b) **50% payment against the preshipment inspection and load trials to us at the bidder's works.**
 - c) **10% payment after installation and successful trials at our factory (Akola) against one year performance guarantee of 10% value on the nonjudicial stamp paper of Rs 100.00.**
7. The requisite civil work, provision of utilities (Air, Electricity,etc.), tools and tackles and labours will be in the scope of MIL. Any other expenditure unspecified here will be in the account of the bidder. Details of required civil work to be provided by the supplier in advance.
8. Warranty – One year against the manufacturing defects for mechanical as well as electronic / electrical / pneumatic parts (cylinders, solenoid valves,etc.) and for faulty workmanship from the date of installation of the machine. No shipment charges for the parts to be replaced under warranty and service engineer's charges will be paid for the same. The warranty services will be supposed to be executed only after the successful trials given by the service engineer of the supplier.
9. **Operation Manual and Maintenance Manual** with all details of spare parts and circuit diagrams should be provided along with the machine. Necessary training to be given to our technicians and operators at the time of installation.
10. The details regarding service charges for after sale's services, price list of spare parts, AMC charges should be specified in the technical bid. Details of inventory of consumable spares to be maintained with us and substitute spares that can be used in emergency are also to be specified.
11. The requisite quantity of product material and packing material will be provided by us as and when required / demanded by the supplier at our own cost.
12. The preshipment inspection and trials of machine to be supplied will be done by our technical staff at the works of the supplier at our own cost.
13. **The bidders should visit our factory for primary observation, prebid discussion and evaluation of our present packing system / our requirements, products, packing material, site of installation etc. before offering their bids.**
14. The client list of the bidder to be submitted in the prescribed format in the technical bid.
15. The bank details along with the PAN and TIN should be submitted in the technical bid.
16. MIL reserves the right to accept any tender or to reject any or all tenders without assigning any reason thereof. Further, MIL reserves the right of rate and terms negotiation with any or all the bidders after opening the tenders. The rates and terms finalized will be valid for the supply of Machine and will not be subject to escalation / revision in any case.

17. The General Terms and Conditions – Annexure 1 attached herewith will also be applicable in addition to these.

The tender form along with the Terms & Conditions can be downloaded from the e-tendering Website: <https://mahatenders.gov.in> by paying online Rs. 1,000/- (Rupees One Thousand only). The payment can be made by using net banking.

The interested bidders will have to pay online the Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of using net banking.

Commercial Bid is to be submitted online in the prescribed format .

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.

Tenders will be opened on the scheduled date and time at our above address in presence of tenderers or their representative if present.

Thanking you,

Yours Faithfully,
For Maharashtra Insecticides Ltd.,

(S. B. Mundada)
Chief Executive -MIL
Mob.No.:8888842315

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 to be submitted without fail.

Special Instructions to the Bidders for the e-submission of the bids online through this eProcurement 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/MtnITrustline/SafeScript/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. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. 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.
9. 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.
10. 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.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. 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.
13. 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.
14. 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.**

15. 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
16. 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.
17. 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 transamination 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**).

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) Tax deduction and Collection Account Number (TAN) .
- 4) Copy of Service Tax Registration, VAT Registration (VAT & CST) and Clearance Certificate.
- 5) Legal valid document to prove that the person signing the tender is authorized to do so.
- 6) **All relevant technical details** of the machine including pouch making capacity/speed, accuracy, filling range, horizontal and vertical sealing system, display, air and electricity consumption, automatic feeding system, etc.
- 7) List of relevant accessories and optional accessories.
- 8) Details of requisite civil work to be done.
- 9) Details regarding service charges for after sale's services, price list of spare parts, AMC charges.
- 10)Details of inventory of consumable spares to be maintained with us and substitute spares that can be used in emergency.
- 11)Coloured photograph of the machine / Broacher of Machine along with Model No.
- 12)Details of **Guarantee / Warranty** that will be provided by the bidder for the machine.
- 13)List of **major clients** (especially pesticide companies) of the bidder in the prescribed format on the letter head of the bidder.
- 14)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.

Rate : The price offer should be on FOR delivery basis / transfer of equipment to our factory i.e. including packing & forwarding, transportation, transit insurance, road permit, loading-unloading, uncrating 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.
- 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.

(S.B.Mundada)
Chief Executive - MIL

Bidder's Letter head

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 firm	
Fax Nos. of the firm	
e-mail address of the firm	
Service Tax registration of the firm	
VAT TIN No. (Maharashtra sales tax)	
CST Registration No.(if applicable)	
PAN No. of the firm	
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
Authorised signatory :

Authorised Signature of
Bidder with seal. & Date

Tender Schedule (key dates)

Sr. No.	MIL stage	Start date and time	Expiry date and time
1.	Release tender	26/05/2017 11:00 AM	15/06/2017 17:PM
2.	Tender download	26/05/2017 11:00 AM	15/06/2017 17:PM
3.	Bid submission Start	26/05/2017 11:00 AM	15/06/2017 17:PM
4.	Bid submission Closing	15/06/2017 17:PM	15/06/2017 17:PM
5.	Technical Bid opening	17/06/2017 11:AM	

(S.B.Mundada)
Chief Executive - MIL

Annexure – I

General Terms and conditions for the supply of Automatic Form Fill Seal Machine for Pesticides.

1. Terms and conditions hereinafter shall be binding on the tenderer & Maharashtra Insecticides Ltd. These terms and conditions shall come into effect immediately when the tenderer submit his tender along with Earnest Money Deposit to Maharashtra Insecticides Ltd.

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) "MIL" means any person who is authorized by Executive Director of Maharashtra Insecticides Limited to deal with the tenderer.
- e) "Executive Director" means Executive Director of Maharashtra Insecticides Limited. "Chief Executive" means Chief Executive of Maharashtra Insecticides Limited. "Officer" means any person who is authorized by Executive Director of Maharashtra Insecticides 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 Executive Director may, without prejudice to any other right to remedy of the MIL, 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 MIL for all cost damages arising from the cancellation of the contract including any loss which the MIL may sustain on account of such job got done.

4. Address of the tenderer and notice and communications shall be sent unless the tender has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Executive Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the MIL, 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 EXECUTIVE DIRECTOR / CHIEF EXECUTIVE / OFFICER

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

6. The MIL 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 MIL either to accept and/or to reject any one or all the tenders. The MIL shall not be bound to give any reason either for acceptance or rejection of tender.

7. 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. 25,000/- at the time of bid preparation by credit card/debit card/net banking/RTGS/NEFT towards Earnest Money Deposit. No tender shall be accepted without Earnest Money Deposit of Rs. 25,000/-. 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 MIL 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 MIL. In case of tenderers whose tenders and or tender are/is accepted by the MIL, their amount of earnest money deposit shall remain with MIL **till the accounts are settled.**

8. PERFORMANCE GAURANTEE -

One year performance gaurantee of 10% value on the nonjudicial stamp paper of Rs 100.00.

9. 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.

10. RATES:

The rates specified in the tender should be for FOR destination inclusive of Loading, Unloading and all other charges. No rate revision will be considered during the period of contract.

11. 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 MIL 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 MIL 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, MIL 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 MIL. 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 MIL 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 MIL 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.

12) The tenderer shall agree that it will indemnify and hold MIL harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which MIL 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 MIL 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 MIL or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by MIL directly or indirectly as a result of arising out of the foregoing or breach or nonobservance.

13) RESTRICTION TO LOWER RATES

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

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) JURISCDICTION 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.

17) Executive Director/Chief Executive/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 MIL and provided also the tenderer also liable to any, the MIL for any extra expenditure he has there by put and the tenderer shall under no circumstances be entitled to any gain on MIL 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 MIL 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.

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/MIL to influence outcome of the tender, the tenderer concerned shall be summarily debarred from any further dealings with the MIL.

20) The tenderer and the MIL 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 transport the required quantity on account of labour problems or situation arising out of force majeure, intimation in writing shall be given to MIL by the tenderer, and on such intimation the liability to transport goods 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, MIL has option to terminate this contract by giving written notice to this effect.

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

Authorized Signature of tenderer with seal

Place :-

Date :-

