



THE MAHARASHTRA AGRO-INDUSTRIES  
DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Maharashtra Undertaking)  
(Registered under the Companies Act, 1956)

**CIN No.UO5000MH1965SGC013380**



• 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

### **E-TENDER NOTICE**

Ref No. MAIDC/Fertilizer/2017-18/07705

Date:-26-10-2017

Sub: - **E-Tender for purchase of Dolomite powder and Bio Coal for our Fertilizer Factories.**

Dear Sir,

Online digitally signed tenders are invited from **manufacturers/importer/trader** for supply of "**White coloured Dolomite powder and Bio Coal**" under rate contract on FOR DESTINATION basis in the State of Maharashtra in Fertilizer Control Order 1985 to various destinations at 1) Pachora, 2) Kolhapur, 3) Yeotmal 4) Nanded, 5) Wardha, 6) Jalna, 7) Rasayani, 8) Pulgaon 9) Rukadi Details would be as under and tender should be submitted online as per key dates of schedule.

**Factorywise requirement is as under.**

Name of the factory	(Qty. Mts.)	
	Dolomite	Bio Coal
RASAYANI	140	10
PACHORA	1550	280
NANDED	200	70
WARDHA	1400	285
KOLHAPUR	0	75
JALNA	830	180
Rukadi	0	0
BEC-Pulgaon	190	0
Yeotmal	590	0
Total	4900	900

**Total requirement**

Sr. No.	Details	Period	Qty (Mts)
1.	Dolomite Powder	01.10.2017 to 31.3.2018	4900
2	Bio Coal	01.10.2017 to 30.06.2018	900

In case, you are interested, you may please submit your offer along with Earnest Money Deposit of Rs.50,300/- (Rs.fifty thousand three hundred only) to be paid by online using net banking. Details of supply such as delivery schedule, quantity, credit, cash discount etc should be submitted online on or before 12.00 hrs on 14.11.2017. The price to be quoted on credit basis offered and pro-rata cash discount in lieu of credit period. Offers will be opened on 15.11.2017 at 12.05 hrs in presence of representatives of the tenders, if present.

After placing of order, suppliers will have to supply the material strictly as per delivery schedule failing which the same will be purchased at their risk and cost.

1. Commodity : 1. White colored coarse Dolomite powder  
Confirming to the following specification.
2. Specification : 1.**For Dolomite....**  
a) Not less than 95 % passing through 22 mesh.  
b) Not more than 05 % passing through 120 mesh.  
c) Material should be absolutely dry.

3. Quantity : 1) Dolomite : - 4900 (Mts.)

### **2.For Bio Coal**

- 1) Commodity : Bio Coal (Confirming to the following specification.)
- 2) Specifications : A) Gross Calorific Value should be minimum 3200 Kcal/kg.  
However, bidders may mention the GCV of their product in the commercial bid.  
B) Size - Diameter - 90 mm, Length- 200 mm to 250 mm  
c) Material should be absolutely compact (not easily Breakable) & dry.  
D) Material should be of uniform size with not more than 5% powder.  
E) Ash content should not be more than 15%.

- 3) Quantity : **900 MTs..**

4. Delivery terms : Free delivery to Fertilizer Factories, Rasayani, Pachora, Nanded, Wardha, Jalna, Pulgaon and Yaotmal as per the delivery schedule given by us.

5. Place of delivery : 1. MAIDC Limited, Fertilizer Factory Rasayani, Tal. Panvel, District Raigad
2. MAIDC Limited, Fertilizer Factory, Bhadgaon Road, Pachora, Dist. Jalgaon
3. MAIDC Limited, Fertilizer Factory, MIDC Industrial Estate, Plot No.B-2 (I & II), Degloor Road, Dist. Nanded
4. MAIDC Limited, Fertilizer Factory MIDC Industrial Estate, Plot No.F1/F2, Near FCI Godown, Dist. Wardha.

5. MAIDC Limited, Fertilizer Factory,  
C-51, MIDC (A), Dist Jalna

6. Ganga Fertilizers Pvt. Ltd. Sneh Nagar, NR  
Rana Pratap Nagar, Arni Road, Yeotmal- 445001

7. MAIDC Limited, Fertilizer Factory,  
C/o BEC Fertilizer, Pulgaon, Dist Wardha

6. Delivery schedule : Material should be supplied between  
Oct 2017 to March 2018.

Quantities are likely to be altered/reduced as per the production programme from time to time.

The MAIDC Limited 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.

**For Dolomite:**

7. Terms of payment : 100% payment will be released as per the credit terms offered by the bidder from the date of receipt of **material conforming the FCO Specifications** and receipt of GR Note from factory.

8. Analysis and weighment : Analysis and weighment recorded at our factory will be final.

9. General terms : General terms and condition governing the supply is enclosed.

**For Bio Coal:**

7) Terms of payment : 90% payment will be released after the receipt of material & invoice in triplicate to the.respective factories and after the primary inspection regarding size,powder,etc. Balance 10% payment will be released after satisfactory analytical R eport of reputed QC Lab., final acceptance and approval for payment from Head Office.

8) Analysis and weighment : Samples will be drawn from each lot received by the factory and sent for analysis to the reputed QC Lab . Analysis and weighment recorded at factory will be final.

9) Risk & Cost : MAIDC reserves the right to purchase the material at the **Risk& Cost** of the supplier if he fails to supply the material as per prescribed delivery schedule.

10) General terms. : General terms & conditions governing the supply are enclosed herewith.

M.B.Borse  
DY GENERAL MANAGER (FERT.)

## **INSTRUCTIONS**

### **How to register ?**

Bidders are requested to register themselves at <http://maharashtra.etenders.in>.

### **How to get a tender form ?**

Tender form alongwith terms & conditions can be downloaded from e-tendering portal <https://mahatenders.gov.in> of MAIDC w. e. f. 26/10/2017 at 12.01 hrs to 14/11/2017 at 12.05 hrs.

### **Cost of tender document.**

Tender Documents fees of 1,300/- (Rs. One Thousand three hundred Only.) 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.

### **Earnest money deposit.**

The interested bidders will have to make via online payment mode only net banking of Rs.50,300/- (inclusive of all taxes) at the time of entering online bid submission stage of the tender schedule.

### **Tender time schedule (Key dates)**

The tender schedule is as under.

Tender Release Date	Closing Date & Time	Opening Date & Time
26.10.2017	14.11.2017 12.00	15.11.2017 12.05

### **On line information**

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 net banking of Rs.50,300/- (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. 917878107985-86/9082097816 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 15.11.2017 the same day in presence of tenderers or their representative.

M.B.Borse  
DY GENERAL MANAGER (FERT.)

## Envelopes

### **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) Legal valid document to prove that the person signing the tender is authorized to do so.
- 5) Copy of GST Registration Certificates and SGSTIN issued by the respective state.
- 6) List of Major Client.
- 7) Copy of Company Information as per format enclosed (Proforma – I) on letter head of firm.
- 8) Details of production capacity and production of last three years / Details of Import during last three years.
- 9) Clearance Certificate of Central Pollution Control Board

### **Envelope 'C1' & 'C2' Price Bid should be submitted online only.**

Rate: Rate should be on FOR Destination basis. Rate should be submitted with detailed bifurcation such as Basic rate. Transportation, GST etc.

The envelopes C1 & C2 has to be filled online according the key dates of the Tender Schedule. Bidder may 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 'T1' will be opened first.**

Tender offer will be opened as per the schedule mentioned in the tender online. The online tender opening will be done at our Goregaon office in presence of tenderers if remain present.

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

**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  
Authorised signatory

:

Authorised Signature of  
Bidder with seal. & Date

**Commercial Form (C-1)**

(This Form should be filled online only)

Proforma for submission of rates (Separate for each Product)

Dy. General Manager (Fert),  
MAIDC Ltd.,  
Goregaon (East),  
Mumbai-400 065.

Sub : Tender for the supply of Dolomite Powder.

Ref : Tender No MAIDC/Fertilizer/2017-18/07705

Date:- 26.10.2017

With reference to above, we are submitting herewith our tender for supply of Dolomite Powder for your Fertilizer Factories.

	FFR	FFP	FFN	FFW	FFJ	Pulgaon	Yeotmal
<b>Basic Rate (PMT)</b>							
<b>Add Transportation Cost/PMT</b>							
<b>Total</b>							
<b>Add GST 5%</b>							
<b>Net delivery rate on FOR Basis</b>							

We have read the tender terms & Conditions and we accept the same.

Date :

Seal of company

Authorized Signatory



**Commercial Form (C-2)**

(This Form should be filled online only)

Proforma for submission of rates (Separate for each Product)

Dy. General Manager (Fert),  
MAIDC Ltd.,  
Goregaon (East),  
Mumbai-400 065.

Sub : Tender for the supply of Bio Coal.

Ref : Tender No MAIDC/Fertilizer/2017-18/07705

Date:- 26.10.2017

With reference to above, we are submitting herewith our tender for supply of Bio Coal for your Fertilizer Factories.

	<b>FFR</b>	<b>FFP</b>	<b>FFN</b>	<b>FFW</b>	<b>FFJ</b>	<b>Kolhapur</b>
<b>Basic Rate (PMT)</b>						
<b>Add Transportation Cost/PMT</b>						
<b>Total</b>						
<b>Add GST 5%</b>						
<b>Net delivery rate on FOR Basis</b>						

We have read the tender terms & Conditions and we accept the same.

Date :

Seal of company

Authorized Signatory

**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  
Dolomite Powder and Bio Coal**

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 via online 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 tendering system on site "<https://mahatenders.gov.in>."

**5. 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.

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.

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

which varies from our terms & conditions or stipulate counter conditions

OR

which 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) 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.
- x) When tenders are received from any proprietorship/firms/companies having one or more common business facilities such as 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. AGREEMENT**

The Successful tenderer will have to execute the agreement based on the terms and condition of this tender on Rs. 500/- stamp paper.

## **12. 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.

## **13. EARNEST MONEY**

- a) The interested bidders will have to make online payment (using only net Banking,) of Rs.50,300/- (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 30 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.

#### **14. SECURITY DEPOSIT.**

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

#### **15. VALIDITY OF TENDER:**

**The rates offered by the tenderer shall be valid for acceptance for minimum of 30 days from the date of opening of tender.**

#### **16 RATES:**

- a) The rates specified in the tender should be exclusive of GST may be mentioned separately) by the tenderer.
- b) The tenderer shall quote the rates on FOR delivery of the material at the following destinations. 1. Rasayani, 2. Pachora, 3. Nanded, 4. Wardha, 5. Jalna, 6. Yeotmal. 7. BEC, Pulgoan.  
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 30 days from the date of opening of the tender.
- c) No rate revision will be considered during the period of contract. However any increase/decrease in the statutory Levies will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

#### **17 PAYMENTS :**

Purchaser will be liable to make the payment within one week after the due date. However, payment will be subject to the receipt of material as per FCO Specifications, receipt of G.R. Notes from the purchaser's factories and receipt of supplier's invoice in duplicate.

18. 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.

## 19. RISK & COST

The online submission of tender along with the Terms & Conditions duly signed 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 at the risk & cost of the tenderer. The losses so incurred by MAIDC Ltd. shall be made good by the tenderer.

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

## 20. 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.
- b) Royalty Paid material for Dolomite Powder.

## 21. 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. **The material shall be supplied in new, sound, strong and machine stitched HDPE/PP bags of 50 kg weight. Old, torned, cut, damaged or mutilated bags shall not be accepted by the purchaser.**

## 22. 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.

## 23. DELIVERY & DELIVERY SCHEDULE :

The tenderer will 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.**

#### **24 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 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.

#### **25 REJECTION OF SUPPLIES :**

- a) The material supplied if not confirming to FCO specifications shall be rejected by the purchaser at his sole discretion. If any material is rejected by the purchaser then at their sole discretion shall exercise any one or more than one options of the following.
  - I) To allow the tenderer to replace it with material of right specification without any further cost to the purchasers within specified time

or:

  - II) But the entire or part quantity of material rejected or any other material for similar Purpose, the purchaser may purchase the material at the risk and cost of the tenderer Without effecting tenderer's liability as regards supply of balance consignment due Under the contract.
- b) Consignment rejected as aforesaid must be removed by the supplier within 15 days from the date of communication of rejection by the purchaser, against replacement of equal quantity and such rejected material shall lie at the tenderer's risk and cost from the time of such rejection and if not removed within the aforementioned time, the purchaser shall have the right:
  - I) To dispose off such material at the tenderer's risk and cost

and / or

  - II) To retain such portion of the proceeds as may be necessary to recover loss or additional expenses incurred by the purchaser in connection with such sale or adjust proceeds against once from the supplier.

- c) The rejected material if not lifted by the supplier within 15 days from the date of intimation shall incur storage charges @ Rs. 30/PMT per month plus loading unloading charges.
- d) The purchaser shall be at liberty to dispose off or to destroy the rejected goods if not lifted within 15 days at risk and cost of tenderer.
- e) If the supply is consistently of poor quality, the balance quantity of supply order will be cancelled and **the tenderer may be debarred from the participation of any future tender of purchaser.**

## **26 WITH HOLDING 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.

- 27** 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 nonobservance.

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 of THE MATERIAL SUPPLIED.



## **28 RESTRICTION TO LOWER RATES :**

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.

## **29 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.

## **30 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.

## **31 Managing Director/Officer may at any time by notice in writing similarly determine the contract without compensation to the tenderer in any of the following events i.e. to say:**

1) If the tenderer being an individual, or if a firm any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or ordered to administration of his a state made against him or shall take any proceedings for composition under any insolvency at for the time being in force or make any conveyance or assignment of his effects or enter into arrangement or composition with his creditors or suspend payments or if the firm is solved under the partnership act.

OR

2) If tenderer being a company is wound up voluntarily or by the order of tenderer receiver, liquidator or manager or behalf of the debenture holder is appointed or circumstances shall have arisen which entitled the court or debenture holder to appoint receiver, liquidator or manager.

3) If the tenderer commits any breach of the contract not herein specifically provided. For provided always that such determination shall not prejudice any right of action or remedy which shall have approved or shall accrue thereafter to the purchaser and provided also the tender also liable to any, the purchaser for any extra expenditure he has thereby put and the tender shall under no circumstances be entitled to any gain on purchaser's purchase.

## **32 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 there of. The venue of arbitration proceedings shall be at Mumbai. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.

**33** 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

**34 Force Majeure:**

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.**