

## Maharashtra Insecticides Limited

(a Subsidiary Company of M.A.I.D.C.Ltd., Mumbai)

(Incorporated under Companies Act.1956)

MIDC Face : III, Shivani-Akola

Tel: (0724)2258052, Fax : (0724) 2258054

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)

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### E-TENDER NOTICE

Ref.No.: MIL/CRT/2017-18/

Date : 27/04/2017

Sub : - E-Tender for purchase of Corrugated Boxes.

Dear Sir,

Maharashtra Insecticides Ltd., Shivani, Akola are inviting the e-Tender for the purchase of Corrugated Boxes (CRT), during the period of 1.6.17 to 31.3.18 on the terms & conditions enclosed herewith. The CRT Boxes are required for the packing of Tins, HDPE Bottles & PET Bottles of pesticides. The details of various sizes with their code numbers & specification are provided herewith along with the annual tentative requirement . However, the requirement may vary depending upon our production program & sale of pesticides Delivery schedule will be communicated to the successful bidder separately after issuing the purchase order.

Bidder are requested to submit their competitive rates for supply on FOR basis to MIL Akola plant inclusive of freight, transit insurance & **30 days credit**. The Excise Duty, VAT/CST, Discounts are to be mentioned separately as per the enclosed format of commercial bid. The duly signed commercial bid is to be scanned & uploaded on the bidder's letter head.

The interested bidders will have to pay online the Earnest Money Deposit of **Rs. 25,000/- (Rupees Fifty Thousand only)** by way of using net banking at the time of bid preparation.

Security deposit equivalent to 5% of contract value will be deposited by the successful bidder which shall not bear any interest. Payment will be made after 30 days from the date of receipt and acceptance of the material.

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

Commercial Bid is to be submitted online in the prescribed format (to be typed on the letter head of the tenderer & Scanned copy to be uploaded duly signed by authorized signatory) mentioning tender reference no.& date . **Bidders are requested to quote the rates in figures as well as in words**. If any discrepancy is noticed in the values of figures and words, the entire bid will be liable for rejection.

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.

The terms and conditions governing the supply contract are placed at Annexure-I here with. Tenderers are requested to go through all terms and conditions of Annexure-1 before submitting the rates. The tenderer must upload the Annexure - I with seal and signature on each page along with the tender.

MIL reserves the right to accept any tender in part or whole or to reject any or all tenders without assigning any reason thereof. Further, MIL reserves the right of rate negotiation with L-1 and/or all the bidders after opening the tenders. Preference will be given to the reputed and experienced bidders. The rates finalized will be valid for the above contract period and will not be subject escalation / revision in any case. MIL reserves the right to purchase the material at the **“Risk and Cost”** of the supplier in case he fails to supply the material as per our delivery schedule.

The bidder should submit the list of clients (especially pesticide companies) to whom they are supplying the CRT Boxes.

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.,

Executive Director-MIL

### **Instructions for the Bidders :**

The tender form along with the Terms & Conditions can be downloaded from the e-tendering portal <https://mahatenders.gov.in> by paying online Rs. 1000/- (Rupees One thousand only). The payment can be made using net banking. This is the e-Tendering Website of NIC. The 24x7 help desk toll free numbers are 180030702232/ Mob.: 917878107985-86/917878007972-73. For help in uploading the tender bidders are requested to refer the “Bidders Manual Kit”, “Help for Contractors”, “Information about DSC” and “Frequently Asked Questions” on the Website. Class II or Class III Digital signature (e-token) with signing, verification, encryption and decryption certificates is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using above Class II or Class III digital signature as per the Information Technology Act, 2000. **The digital signatory should be authorized representative of the organization/bidder.**

The various activities/stages of e-tendering procedure for the bidders as well as for MIL are date & time locked. Hence bidders are requested to execute all the activities related to tender downloading, bid preparation & bid submission strictly as per the tender schedule (key dates). This tender is strictly online e-tender. No manual bids will be accepted by MIL.

## 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) List of major clients (especially pesticide companies) of the bidder on his letter head.
- 5) Legal valid document to prove that the person signing the tender is authorized to do so.
- 6) Copy of Company Information as per format enclosed (Performa – I) on letter head of bidder.
- 7) Copy of Service Tax Registration, VAT Registration (VAT & CST) and Clearance Certificate.

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

**Rate** : Rates should be on FOR Destination basis including the freight, transit insurance & **30 days credit**. The Excise Duty, VAT/CST, Discounts are to be mentioned separately as per the enclosed format of commercial bid.

### **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.

**Executive Director-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

## Specifications and Requirement

1. The corrugated boxes shall be manufactured out of virgin.(A Grade) craft paper of 120 gm/m<sup>2</sup>,140 gm/m<sup>2</sup>/150 gm/m<sup>2</sup> as specified against each size.
2. Inner partitions should be of 3-ply thickness craft paper of 120 gm/m<sup>2</sup> and B.S.3 kgf/cm<sup>2</sup>. The outer surface of the board used in manufactured of boxes shall be plain, well finished without any creases ( Suitable for printing.)
3. The blanks shall be properly creased and slotted so that when the box is assembled, there shall be no hole at the corners. The flaps of the box shall be capable of being folded in 180 on both sides along the line of creasing without fracture of board of facing.
4. All boxes shall be OF narrow flute finish
5. All other requirement shall be as per BIS specification No. IS:2771-1975 (part-1) with latest amendments thereto, if any.
6. The partitions supplied with the boxes should be duly assembled & tied in standard uniform bundles & finally packed in sturdy corrugated boxes so that they will not get damaged while handling/transport/storage & will be ready for use. If the partitions are not assembled, the supply is likely to be rejected.
7. Sizes of the corrugated boxes are as per enclosed sheet.
8. Side corners should be binded with binding cloth over full height for all boxes except inner boxes.
9. Tolerance for B.S. & paper grammage will be (+)(-) 5%. The boxes will be rejected below the tolerance limit.
10. Variation up to + 10 mm in the given dimensions is possible depending upon actual size of containers to be packed . Suppliers are therefore, required to get samples approved before actual supply.
11. Supplier should print their identification mark on each box.

**12. Dimensions and B.S. :-**

Item Code	Inner Dimentions ( LxWxH ) in mm	Minimum B.S. (kgf/cm <sup>2</sup> )	Specifications other then mentioned above	Required Quantity Nos.
C-2	345x275x280 250mlx5x4x2	12.25	5 Ply – 150gm/m <sup>2</sup> with two 4x3 – 3 ply partitions with one inner gap plate.	1000
C-3	425x340x175 500mlx5x4	12.25	5 Ply – 150gm/m <sup>2</sup> with two 4x3 – 3 ply partitions.	2000
C-4	510x200x220 1 Ltrx5x2	12.25	5 Ply – 150gm/m <sup>2</sup> with two 4x1 – 3 ply partitions.	1000
E-1	430x345x205 500 gm x 20 pouches	15.40	7 Ply – 140gm/m <sup>2</sup> .	1700
F-4	490x335x205 250 gm (4x2)x5	12.25	5 Ply – 150gm/m <sup>2</sup> with top and bottom plate.	3000
F-5	470x370x270 500 gm (5x2)x2	12.25	5 Ply – 150gm/m <sup>2</sup> with top and bottom plate.	15500
I-2	345x285x280 250 ml x5x4x2	15.4	7 Ply – 140gm/m <sup>2</sup> with two 4x3 – 3 ply partitions with one inner gap plate.	3800
I-3	415x330x185 500 ml x5x4	15.4	7 Ply – 140gm/m <sup>2</sup> with two 4x3 – 3 ply partitions.	8700
I-4	500x200x240 1 Ltr.x5x2	15.4	7 Ply – 140gm/m <sup>2</sup> with two 4x1 – 3 ply partitions.	8700
I-1a	290x115x110 100ml x5 2 (Inner)	6.0	3 Ply-120 gm/m <sup>2</sup> with 4 x 1-3ply partition	8100
D2a	290x230x165 250 ml x 5 x 4(inner)	6.0	3 Ply-120 gm/m <sup>2</sup> with 4 x 3-3ply partition	1700

**White Laminated CRT Box (Duplex Box)**

Item Code	Inner Dimentions ( LxWxH ) in mm	Minimum B.S. (kgf/cm <sup>2</sup> )	Specifications other then mentioned above	Required Quantity Nos.
EB-1	430x430x275 100 gm x 5 x 5 x 2	12.25 ± 5 %	5 Ply-150 gm/m <sup>2</sup> ± 5% with Partition & gap Plate	2800
EB-2	435 x430 275 250 gm x 5 x4 Partition with one top plate	12.25 ± 5 %	5 Ply -150 gm/m <sup>2</sup> + 5 % & Partition with one top plate	900

**Executive Director-MIL**

## Bidder's Letterhead

### Commercial Bid (Envelop-C1)

To,  
The Chief Executive,  
Maharashtra Insecticides Ltd.,  
Akola

Date

Sub : **Tender for the supply of corrugated boxes for pesticides for the year 2017-18.**

Ref : MIL/CRT/2017-18/Tender-.

Dear Sir,

We are pleased to quote our rates supply of corrugated boxes for pesticides for the year 2017-18 as follows -

Sr. No.	Size of Boxes	Code No.	Quantity Required (Nos)	Quantity Offered (Nos)	Basic Rate per no. Rs.	Excise Duty	MVAT	CST	Disc-count	Delivered Rate per no. Rs.
1	345x275x280	C-2	1000							
2	425x340x175	C-3	2000							
3	510x200x220	C-4	1000							
4	430x345x205	E-1	1700							
5	290x115x110	I-1a	8100							
6	290x230x165	D2a	1700							
7	490x335x205	F-4	3000							
8	470x370x250	F-5	15500							
9	345x285x280	I-2	3800							
10	415x330x185	I-3	8700							
11	500x200x240	I-4	8700							

#### White Laminated CRT Box (Duplex Box)

Sr. No.	Size of Boxes	Code No.	Quantity Required (Nos)	Quantity Offered (Nos)	Basic Rate per no. Rs.	Excise Duty	MVAT	CST	Disc-count	Delivered Rate per no. Rs.
1	430x430x275 100 gm x 5 x5x2 with Partition & gap Plate	EB-1	2800							
2	435 x430 275 250 gm x 5 x4 Partition with one top plate	EB-2	900							

1. Lead Period :-
2. Cash Discount :-
3. Validity of offer :- 90 Days.

We have read the terms and conditions of the tender and hereby agree that they will be binding on us.

Date :  
Seal of the Tenderer :

Signature

**Tender Schedule (key dates)**

Sr. No.	MIL stage	Start date and time	Expiry date and time
1.	Published tender	27-4-2017 10.00 AM	17-5-2017 17:00 PM
2.	Tender Download	27-4-2017 10.00 AM	17-5-2017 17:00 PM
3.	Bid submission Start	27-4-2017 10.00 AM	17-5-2017 17:00 PM
4.	Technical Bid opening	19-5-2017 12.00 PM	

**Executive Director-MIL**



## Annexure – I

### General Terms and conditions for Supply of CRT Boxes for Pesticides.

#### GENERAL TERMS AND CONDITIONS

Ref: MIL/Tender/

Date:

1. Terms and conditions hereinafter shall be binding on the tenderer & MIL 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.** at above office address.

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 Executive Director, Maharashtra Insecticides Ltd. to deal with the tenderer.
- e) “**Executive Director**” means The Executive Director of Maharashtra Insecticides Ltd.
- f) “**Officer**” means any person who is authorized by Executive Director of Maharashtra Insecticides Ltd. to deal with the tenderer.
- g) “**Material**” means all items mentioned in the purchase order/memorandum communicating the acceptance of tender.

3. **PARTIES:**

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

4. **SUBMISSION OF TENDER QUOTATION:**

Tenderer should submit their tender in sealed envelopes (two bid system) in our office.

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 Executive 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 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 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 EXECUTIVE DIRECTOR/OFFICER :**

For all the purposes of the contract including arbitration proceeding therein, the Executive 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) 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 through a demand draft.

12. **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.**

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 MIL shall deposit an amount of Security Deposit equivalent to 5% of the contract value for which the work order is placed on him by the MIL. 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 MIL) 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 and a half 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 MIL 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 MIL, 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 MIL 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 MIL shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the MIL may have incurred and all dues and other moneys including of losses and damages which the MIL 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 MVAT (MVAT/CST 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 leviable 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 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.
- c) The tenderer shall quote the rate for delivery of the material at the following address:  
**Maharashtra insecticides Ltd.**  
**Plot No. C-4, MIDC Industrial Area, Shivani. Akola-444104.**
- d) Invoice- The Tenderer should submit tax Invoice indicating tax separately.
- e) 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.
- f) 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) Unless otherwise agreed upon by the purchaser , 100 % payment of the value of the material supplied by the tenderer in good condition and accepted by the purchaser shall be released by Maharashtra Insecticides Ltd., Akola within 30 days from the date of receipt of material at factory. In case tenderer wants the payment by D.D. he should inform the same. In case the bank charges will be on account of tenderer.
- ii) Security Deposit amount will be refunded to the successful tenderer only after the completion of contract with in respects and by providing VAT paid confirmation certificate duly certified by concern Chartered Accountant.

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 **Maharashtra Insecticides 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:**

- a) The tenderer should indicate in detail the taxes applicable ( percentage of applicable sale tax may please be mentioned in the tender) the requirement of submission of various forms under the MVAT Act. He shall also have to quote his VAT/CST registration number on his tax invoice. All invoice should have shown tax elements separately e.g. Basic rate + ED + MVAT/ other taxes, etc. No inclusive rates should be quoted.

- b) That in case the rates quoted by the tenderer are inclusive of State Sales Tax then tenderer will have to make it clear whether they shall issue declaration in Form 31 or otherwise.
- c) That in case the excise duty is applicable and payable on the material and if rates quoted by the tenderer are inclusive of excise duty, the tenderer shall have to furnish necessary documentary proof to prove that the excise on the material has been paid by the tenderer. This has to be submitted along with the invoice of the material ( the percentage of excise duty applicable/ payable on the material will have to be indicated in the tender).

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.

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:**

Contractor/tender shall deliver the material at the addresses mentioned above.

- (a) The Purchaser shall at the time of placing final purchase order give the delivery schedule indicating dates, quantity, type of material to be delivered. The tenderer shall be bound to effect the deliveries strictly according to dates and specifications and other instructions mentioned therein.
- (b) The Purchaser shall have right to make alternations / modifications 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 the 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 the intimation within a week's time from the date of (Relevant) Purchase Order.
- (d) That if the tenderer fails to deliver the material or any part thereof within the period fixed for such a delivery the purchaser may, without prejudice to the right of the purchaser, recover damages for breach of contract. Recover from the tenderer as agreed liquidated damages a sum equivalent to 0.5% of the price of any material, which the tenderer failed to deliver within the period fixed for delivery according to delivery schedule for each week or part of week during which the delivery of such a material may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, however, the amount recoverable under this clause shall not exceed 5% of the order value of the material at delivered rate.
- (e) Purchase or authorize the purchase elsewhere without notice to the tenderer, the action and at the risk of the tenderer of the material not so delivered or others of a similar description (where material exactly complying with the particulars are not readily procurable in the opinion of the purchaser which shall be final) without canceling the contract in respect of the installments not yet due for delivery or,
- (f) Canceling the contract or a portion thereof and if so desired, purchase or authorise the purchase of the material not so delivered or others of a similar description (where material exactly complying with particulars, are not readily procurable in the opinion of the purchaser which shall be final) at the risk and cost of the contractor.

- (g) 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, however, the purchaser shall have right to extend time and day for delivery of material.

22. **PROGRESS REPORT:**

The tenderer shall from time to time render such a report concerning the progress of the contract and/or supply of the material in such a form as may be required by the purchaser. The submission, receipt and acceptance of such a report shall not prejudice the right of the purchaser under the contract, nor shall party has an estoppels against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

23. **WEIGHMENTS/ SAMPLING:**

- (a) Weighments or quantity assessment of material certified by purchaser's factory will be final irrespective of the quantities dispatched by 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 allows such variation at its own discretion.
- (d) The goods shall be inspected at purchaser's option either at purchaser's factory or at tenderer's factory before dispatch.
- (e) M.I.Ltd, reserves the right to appoint an Inspection Agency for preshipment during the pendency of a contract.
- (f) The inspection charges will have to be borne by tenderer.
- (g) Random samples will be drawn by MIL of the goods delivered at MIL factory in presence of tenderer or representative of supplier if remains present at the time of delivery at MIL factory. If tenderer intimate their wish to remain present while drawing/sealing of samples at MIL factory site, factory will wait in such case for 48 hours from the date/time of receipt of material, and will draw the samples thereafter. Samples such drawn will be final. Samples drawn will be tested in MIL laboratory and the results will be communicated to the supplier within seven days from the date of receipt of material. In case of dispute regards to quality of the material, joint testing will be done in the presence of supplier's representative. Joint report will be accepted for all purpose. Supplier should send his representative for joint testing within seven days from the date of receipt of test report, otherwise MIL's report will be considered as acceptable to supplier.

24. **REJECTION OF SUPPLIES:**

- (a) The material supplied if not conforming to the specifications shall be rejected by M.I.Ltd., at their sole discretion. If any material is rejected by the M.I.Ltd., then at their sole discretion shall exercise any one or more than one of the following.
- (b) To allow the tenderer to replace it with material of right specifications without any further cost to M.I.Ltd., within specified time or :
- (c) Buy the entire or part quantity of material rejected or any other material for similar purpose at the risk and cost of the tenderer without affecting tenderer's liability as regards supply of balance consignment due under the contract.

- (d) Consignment rejected as aforesaid, must be removed by the supplier within 15 days from the date of communication of rejection by MIL, 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, MIL shall have the right.
- (a) Either to return the rejected material on freight to pay basis, or,
- (b) To dispose off such material at tenderer's risk and cost, or :
- (c) To retain such portion of the proceeds as may be necessary to recover any loss or additional expenses incurred by MIL in connection with such sale or adjust the proceeds against ones from the supplier.
- (e) The rejected goods if not lifted by the supplier within 15 days from the date of intimation, shall incur storage charges of Rs.2/- per sq. ft. per day plus loading, unloading charges.
- (f) MIL 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.
- (g) If the supply is consistently of poor quality, the balance quantity of order will be cancelled and the tenderer may be debarred from the participation of any future tenders of MIL.
- (h) The rejected material if not replaced by tenderer within 15 days, MIL may at its sole discretion, can accept the material at the reduced rate or with quality cut which MIL feel suitable.

**25. 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 'Security Deposit' of the tenderer for the aforesaid purpose the purchaser shall be entitled to withhold said pending bills 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 Security Deposit being sufficient to cover the claim amount or amounts or if no pending bills and Security Deposit 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.

26. 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 CIB/BIS specifications.

**27. 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.

**28. 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.

29). **Executive 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.

**30). 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 Executive Director of MIL 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 MIL to influence outcome of the tender, the supplier concerned shall be summarily debarred from any further dealings with the MIL.

**31) 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.**