

## 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)2258052, 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)

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### E-TENDER NOTICE

Ref.No.: MIL/Transport/2017-18/Tender-6

Date : 27.04.2017

Sub : - E-Tender for transport work of pesticides for the year 2017-18

Dear Sir,

E-tender are invited for transport work of pesticides from Maharashtra Insecticides Ltd., Shivani, Akola to destinations enlisted herewith in Maharashtra for the period from 01.06.2017 to 31.03.2018 with the General Terms & Conditions enclosed. **Rates quoted should be on FOR basis for each destination in Maharashtra including the loading and unloading charges.** 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 any or all the bidders after opening the tenders. The rates finalized will be valid for the above contract period and will not be subject escalation / revision in any case.

For transporting the material within the Maharashtra State Maximum quantity to be loaded in a full truck load shall not be more than 8500 ltr, In case the transporter is found carrying quantity more than 8500 ltr ,penalty for extra quantity at double rate of the rate fixed for our per case transportation will be charged and same shall be recovered from the transporter's bill.

Rates being quoted by the transporter will be inclusive of Loading and unloading charges i.e. loading at Akola Factory and unloading at given destination. However, the loading will be done by the Hamals working with our Company and transporter will not be allowed to engage their Hamals for loading in our premises. The Transport contractor will be responsible for statutory deduction of Provident Fund on loading and unloading charges paid to hamal worker. The rate of **Varai & Hamali** be confirmed from the concerned and no complaint about rates in this matter will be entertained. It will be full responsibility of contractor this may please be noted.

Tenderers are requested to submit on their letter head the details of trucks owned as well as controlled by them. The drivers transporting hazardous goods should have mandatorily complete a 3 days-course on "safe transportation of hazardous goods" as per the central motor vehicles amendment rules 1993.

They should also submit the list of clients (especially pesticide companies) for whom they are doing transport work as authorized transporter. The tenderers should also submit permanent residential address proof and two passport size coloured photograph of the owner of the transport agency, preference will be given to reputed, experienced and punctual firms.

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

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 within 30 days from the date of receipt and acceptance of work order and execution of agreement

The interested bidders may submit the technical details as per list attached herewith in our office (during office hours from Tuesday to Sunday) 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 of transportation contract will be as per schedule of terms and conditions of transportation contract given 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.

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

## Instructions for the Bidders

- 1) Bidders are requested to visit the website <https://mahatenders.gov.in> and go through the “e-tendering Tool Kit” wherein the all basic **know how** (detailed help documents designed for bidders) of the e-tendering stages are given.
- 2) For any sort of assistance, please contact GoM e-tendering Help Desk nos.020-25315555 (Pune) and 022-26611117 ext.25,26, (Mumbai) e-mail :
- 3) The Internet Explorer Version-7 (or above) is essential to access the above website.
- 4) The computer being used for e-tendering procedure is to be configured as per the instructions given in the e-tender Tool Kit.
- 5) Login ID and password to be created on the above website.
- 6) 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.
- 7) Tender form fee Rs. 1,000/- (Rupees One Thousand only) is to be paid online for the downloading of Tender Form and bid preparation. Earnest Money Deposit Rs. 25,000/- (Rupees Twentyfive Thousand only) is to be paid online by net banking. .
- 8) 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).
- 9) This tender is strictly online e-tender. No manual bids will be accepted by MIL.
- 10) MIL reserves the right to accept or reject any or all tenders either in part or in full without assigning any reason whatsoever.
- 11) Tenders will be opened at **12.00 Hrs. on the scheduled date** in the presence of bidders or their representatives.( if present )

**(S.B.Mundada)**  
**Chief Executive - 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 trucks owned by the bidder on his letter head with documentary proof.
- 5) List of other trucks under the control of the bidder on his letter head.
- 6) List of major clients (especially pesticide companies) of the bidder on his letter head.
- 7) Legal valid document to prove that the person signing the tender is authorized to do so.
- 8) Copy of Company Information as per format enclosed (Performa – I) on letter head of bidder.
- 9) 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 loading and unloading charges.

**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

**Bidder's Letterhead**  
**Commercial Bid (Envelop-C1)**

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

Sub : **Tender for transportation of pesticides for the year 2017-18.**

Ref : MIL/Transport/2017-18/Tender-6 .                      Date

Dear Sir,

We are pleased to quote our transportation rate inclusive of **Loading & Unloading** for transport of pesticides from your Akola factory for the year **2017-18**.

Sr.No.	Destination	Rate Per Case Up to 4000 Ltr / Kg		Rate Per Case Above 4000 Ltr / Kg	
		10 ltr	20 Ltr	10 ltr	20 Ltr
	<b>Maharashtra</b>				
1	Akola (MIDC)				
2	Nagpur (Wadi)				
3	Wardha				
4	Amravati				
5	Yeotmal				
6	Chandrapur				
7	Nanded				
8	Parbhani				
9	Osmanabad				
10	Latur				
11	Aurangabad (Valuj)				
12	Udgir				
13	Bhokardam ( A'bad)				
14	Sillod (Dsit.-A'bad)				
15	Jalana				

16	Beed				
17	Phulambree(Aurangabad)				
18	Nashik				
19	Ahamadnagar				
20	Pravaranagar(A'nagar)				
21	Jalgaon(Khandesh)				
22	Varangaon( Dist Bhusaval)				
23	Dhule				
24	Pachora				
25	Bhusaval (Dist.Bhusaval)				
26	Raver (Jalgaon)				
27	Muktainagar (Jalgaon)				
28	Parola (Jalgaon)				
29	Chalisingaon (Jalgaon)				
30	Yaval (Jalgaon)				
31	Shrirampur (Jalgaon)				
32	Jalgaon (Jamod)				
33	Bodvad(Jalgaon)				
34	Chopada (Jalgaon)				
35	Shirpur(Dist.Dhule)				
36	Nandurbar				
37	Jamner( Dist.Jalgaon)				
38	Amlner(Dist.Jalgaon)				
39	Theur (Pune)				
40	Top-Kolhapur				
41	Satara (Verhe)				

42	Sangali				
43	Ratnagiri				
44	Kasarde(Ta.Kankawali Dist.Sindhudurg				
45	Rasayani				

**The Case Size is as under:**

Type 1 : 20 kg WDP in 500 gm Cartons

Type 2 : 10 ltr of EC in 100 ml ,250 ml,500 ml,1 ltr packing.

Type 3 : 20 ltr of EC in 1 ltr to 5 ltr packing.

Type 4 : 2 kg of WDP in pouch considered as 10 kg Case.

Type 5 : 5 ltr of EC in 100 ml Alluminium Bottles 10 ltr Case.

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

Date :

Signature

Seal of the Tenderer :



**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	

## **Annexure – I**

### **General Terms and conditions for Transport Contract of 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. "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 / 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 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 a single or more tenders 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. 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.

#### 9. VALIDITY OF TENDER:

The rates offered by the tenderer shall be valid for acceptance for minimum of 60 days from the date of opening of tender.

#### 10. RATES:

- a) The rates specified in the tender should be for FOR destination inclusive of Loading, Unloading and Varai charges. List of destinations is provided in the commercial bid format.
- b) No rate revision will be considered during the period of contract.

#### 11. 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 MIL and that if the tenderer backs out after submission of tender and/or acceptance of his tender, the MIL shall have right to purchase the material on the risk & cost of the tenderer. The losses so incurred by MIL shall be made good by the tenderer.

#### 12. DELIVERY TERMS

- a) The contractor will be required to make available immediately ( within two days the truck or trucks whenever required by the company, failing which the company shall have the right to make alternate arrangement at his risk and cost. Any loss whatsoever to the Company shall be recovered from the contractor. Further the contractors' tendency to

delay is persisted in without abatement, the contract is likely to be annulled and the security deposit shall be forfeited. The trucks requirement intimation will be given on telephone and /or in writing.

- b) The contractor shall make his own arrangements to examine and for safe lifting of the material and to deliver it, as accepted by his to the designated party. He shall be responsible for any loss damage/deterioration/breakage occurred during transit or on account of negligence, rough handling, recklessness, etc., on the part of his employees, who should be of integral character for avoidance of any pilferage/theft of the material , any such loss arising out of these exigencies will be made good from the contractor. The material will be lifted from the warehouses during the day time before 16 hrs. on working days unless otherwise specially permitted by the concerned officer.
- c) No hooks should be used for loading, unloading, shifting stacking ,etc.,of the bags/cases. In case of damages to the bags/cases due to use of hooks the rebagging/repacking cost thereupon, will otherwise be recovered from the contractor.
- d) The contractor shall take due care to provide adequate number of tools, equipments, labourers, trucks, etc. for efficient and same transportation of our material.
- e) The contractor will have to deliver the material to the destination within 5 days from the receipt of the material , thereafter a penalty of 1% of transportations charges per delivery per day will be charged towards late delivery.
- f) The contractor shall ensure that no transportation of pesticide either full truck load or part truck load shall be done with a truck carrying human/animal consumable food/feed stock, In case contractor fails to observe this condition, he shall be held responsible for the damages.
- g) The MIL shall not entertain any halting charges however the MIL shall consider to pay if the halting hours exceeds 4 hours and would reimburse to contractor @ Rs. 100/- per 24 hours. However if the truck reaches on holiday / after office hours the same shall not be considered.
- h) It shall be responsibility of tenderer to deliver the material at point other than the scheduled point of unloading if required. In such cases bill shall be paid at actual KM from loading point to the unloading point however if the consignment is unloaded at point which is within the radius of 10 to 15 KM **no extra charges be will paid.**
- i) The tenderer shall dispatch material invariably on freight paid basis and they shall never claim any transport charges from consignee. Also they shall arrange payment of unloading charges at the destination. The loading shall be done by hamals working with us and charges will be at our approved rates from time to time.
- j) The drivers transporting hazardous goods should have mandatorily complete a 3 days-course on “safe transportation of hazardous goods” as per the central motor vehicles amendment rules 1993.
- k) The contractor shall be responsible for taking all necessary precaution as required under any central/state government law while transporting the material.

13.) 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 and

Security Deposit 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.

14) 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.

#### 15) RESTRICTION TO LOWER RATES

The supplier shall not transport the similar goods being offered of 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.

#### 16) PAYMENTS

The tenderer shall submit his bills ( in triplicate) for the work done alongwith the relevant necessary supporting documents (must submit proper acknowledgement of goods delivered) every fortnightly and the payment will be done by MIL after scrutiny of the bill, within 7 days from the date of receipt of the bill.

17) 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 security deposit

#### 18) 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.

#### 20) 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.

21) 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 MIL and provided also the tender also liable to any, the MIL for any extra expenditure he has there by put and the tender shall under no circumstances be entitled to any gain on MIL services.

## 22) 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 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.

23) 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.

24) 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.

Authorised Signature of tenderer with seal

Place :-

Date :-

**NB:- The tenderer should sign and place seal on each page.**