



**THE MAHARASHTRA AGRO-INDUSTRIES
DEVELOPMENT CORPORATION LIMITED**

(A Government 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 : 8888842336 / 8888842290

E-mail : fertdivmumbai@gmail.com

Ref.No.: MAIDC/Fert-Dryer Drum/2026-27/14

Date: 28/07/2026

E – TENDER NOTICE FOR THE F.Y. 2026-27

SUBJECT: E – Tenders are invited for 1) Design, Fabrication 2) Supply of Drum & 3) Services, Installation & Commissioning at Fertilizer Factory Kolhapur.

Dear Sir,

Online digitally signed tenders are invited for (I) Design, Fabrication, (2) Supply of Dryer Drum and 3) Services, Installation and Commissioning in our Fertilizer Factory Kolhapur. The Specification scope of work and terms and conditions are enclosed. The items to be fabricated are as mentioned below:

- 1) Fabrication should be done as per actual dimensions of existing item.
- 2) Services of dismantling should also be covered.
- 3) Rate for (1) supply and / or for (ii) services (including statutory levies) be given separately. Deduction will be made at source for statutory levies per prevailing Income Tax and other Tax rules.

❖ Specification & Scope of work:

• Detailed specification of dryer drum and scope of work.

A. Fabrication work :-

1. Fabrication of entire drum shell suitable for 5TPH Plant - M.S. Plate 12 mm thick tested as per IS: 2062, for drum size (Approx) 1.50 mtr I/D X 9.1 mtr lg. (Bidder are requested to visit our factory for actual dimensions of existing Dryer drum)
2. M.S.Pad plate 12 mm thick as per IS: 2062 X 300mm width at suitable places-3 Nos (i.e-2 nos for tyre ring + 1no for Girth gear fitting arrgt)
3. Old tyre rings are to be removed and fitted on new fabricated drum after machining if required, @ approx 2.5 mtr & 3.6 mtr from inlet side of drum to suit existing supporting roller assly.
4. Old Girth gear assly to be removed and fitted on new fabricated drum after machining if required, approx @ 6.1 mtr from inlet side with M.S. Angle cleats of size 125x125x12mm to suit existing pinion gear assly.
5. High tension bolts of size 1”x5”lg to be used for fixing Girth gear assly with nut, lock nut, washers etc to be arranged /supplied by bidder.
6. Inlet ring of 12mm thkx1100mm I/Dx1500mm O/D to be fitted / welded at the inlet side of the drum to prevent spillage of material.
7. At inlet and outlet side-M.S. C class pipe 4.8 mtr each welded around drum- Qty-2 nos

8. Cross lifters/skew plates (blades) – 11 nos are to be fitted at inlet side of size 8"x12mm thk M.S.Plate
9. Lifter plates—6mm thk x 225mm x 1 mtr lg M.S.Plate—24 nos, fitted with m.s.angle cleats of size 75 x 75 x 10thk x 100mm lg with 3 nos angle cleats for each lifter plate with 2 nos m.s. bolts for each cleats of size ½" x 2" bolt, nut and washers etc complete.
10. Inlet hood & Outlet hood—Fabricated out of 5mm thk m.s.plate- to suit existing assly with proper gates, scrappers etc complete on existing frame/supports.
11. All hard ware items i.e. bolts, nuts, washers etc required for above assly to be supplied/provided by party.
12. Complete drum assly & other allied equipment (newly supplied/fabricated) are to be painted with one coat of Red oxide primer and two coats of smoke gray synthetic enamel paint.
13. Bidder has to supply 2 sets of detailed fabrication drawing Dryer drum and inlet/outlet hood etc of above supply.

B. Exclusions :-

1. Drive arrangement :- Gear Box, Electric motor, Pinion gear & Foundation etc.
2. Tyre rings, supporting rollers and thrust rollers etc.
3. Girth gear assly complete.

C. General terms & conditions: -

1. Corporation's representative will have assess for inspection at any time or any stage of fabrication / installation.
2. Loading and unloading, transportation, transit insurance will be arranged by bidder.
3. Bidder should visit the factory for taking exact dimensions/assessment of site before fabrication of the drum/submission of the tender papers.

❖ Scope of Services for Dryer Drum installation at F.F. Kolhapur.

A. Scope of services :-

1. **Dismantling of existing old drum and stacking of same at suitable place as directed. Installation of new fabricated dryer drum to suit existing assly/ arrangement.**
2. Removing of old Girth gear assly- 1 no & old tyre ring - 2 nos from old dryer drum & fitting the same to the new drum at suitable place to suit existing arrangement.
3. Installation & commissioning of new drum.
4. Dismantling of old inlet/outlet hoods and fitting of new fabricated hoods along with other machine spare parts etc to suit existing assly complete.

B. Terms & Conditions :-

1. Tools tackles, chain pulley block assly and manpower required for the work will be arranged by the bidder.
2. Safety and security of working personnel is the sole responsibility of the bidder / contractor, also WC policy should be drawn by contractor.
3. Welding gas, cutting facilities required at site shall be arranged by bidder.

4. Work will be carried out at site under the supervision and directives of Factory Engineer / Manager.
5. Any damages to factory due to negligence of bidder or due to any unforeseen reason will be compensated by the bidder.
6. Work completion certificate will be issued by Factory after having successful trial runs of drum at least for 72 hrs from commissioning of drum.
7. Bidder has to give performance guarantee of drum against any faulty workmanship and running trials at least for one year from date of commissioning of drum.
8. In case of any dispute, the decision of Managing director of the corporation will be final and binding on the Bidder.

1. **Work completion period for each item:**

- 1) Delivery of equipment within 8 weeks.
- 2) Installation and commissioning in about 2 weeks.
- 3) Terms of Payment: As per enclosed terms and condition.

2. **Terms & Conditions:** Terms and conditions governing the supply and services are enclosed.

- ❖ Bidder should preferably visit our factory to see site condition.
- ❖ Prices, Taxes and excise etc should be quoted clearly online Commercial Document (BOQ) as per format given in the Tender form.

The telephonic member and person to be contacted are given below:

Name of the factory	Telephonic No.	Person to be contacted
FF Kolhapur	8888842324	Shri. Anurag Waghmode, Manager

Bidder should be well equipped and reputed fabricator with experience of successful design, fabrication timely supply and / or erection and commissioning of such equipment to MAIDC/other reputed organization. Those who default in timely completion / workmanship / prompt service with us in the past may not be considered, please note.

3. **TENDER FEE** – E Tender Document fees Rs.2300/- (Rs. Two thousand three hundred Only) shall be paid through online payment gateway only through net banking.
4. **EARNEST MONEY DEPOSIT** – Appropriate amount mentioned below of EMD paid online only. Earnest Money Deposit to be paid with this tender is Rs.25,300/- (Rs. Twenty-Five Thousand Three Hundred only).
5. **The E-Tender shall be submitted online with Technical Bid (A) and Financial Bid – ‘B’ (BOQ).**
6. **The MAIDC Ltd. reserves the right to accept or reject any or all the offers at its sole discretion without assigning any reason.**
7. Bidder should submit online on or before closing date 11/08/2026 at 2.00 pm.

Thanking you,

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

INSTRUCTION

How to register?

Bidder are requested to register themselves at www.mahatenders.gov.in

How to get a tender form?

Tender form along with terms & conditions can be downloaded from E - Tendering portal www.mahatenders.gov.in.

Cost of tender document:-

Tenderer can purchase by making online payment of Rs.2300/- (Rs. Two thousand three hundred Only) download tender from above mentioned E - Tendering Portal as per the date and time mentioned in the Tender Schedule.

Earnest Money Deposit:-

The interested bidders will have to make via online payment mode net banking of Rs.25,300/- (inclusive of all taxes) at the time of entering online bid submission stage of the tender schedule.

PRE-BID MEETING SCHEDULE: There shall be Prebid meeting on **03/08/2026 at 11 am** morning at our Head Office, Goregaon (E), Mumbai-65.

PRE-BID QUERIES

Name of the Bidder:					
Department Name: The Maharashtra Agro Industries Development Corporation Ltd, Goregaon, Pin - 400065					
Tender Ref No.:					
Tender Name:					
Due Date: 03/08/2026					
Sr. No.	Bid document pg. no.	Bid document clause no.	Clause title	Bidders Queries	Justification by MAIDC
1					
2					
3					
4					
5					

Note: Any Addendums/corrigendum (Amendment/Corrections) in the dates and tender notice shall be uploaded on the E-tendering Web Portal <https://mahatenders.gov.in>

BID SCHEDULE:

Sr. No.	Particular	Date	Time
1	Released of E-Tender	28/07/2026	5.30 PM
2	Pre-Bid Meeting	03/08/2026	11.00 AM
3	Bid preparation, Submission and Closing	14/08/2026	2.00 PM
4	Technical Bid Opening	17/08/2026	2.05 PM
5	Commercial Bid Opening (Tentative)	20/08/2026	3.00 PM

❖ CONTACT DETAILS :

- 1) Anurag Waghmode (FF Kolhapur)
Contact No. - 8888842324
- 2) Mr. Kishor G Rathod (Fert-Procurement)
Contact No – 8888842290

❖ CONTACT ADDRESS :

Fertilizer Division, 2nd floor, The Maharashtra Agro Industries Development Corporation Ltd. Krushi Udyog Bhavan, Dr. Dinkarrao Desai Marg, Aarey Milk Colony, Goregaon (E), Mumbai-65

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

Online information

The Bidders are required to download the Tender Forms for the above items online and submit their Bids for these items online. 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.25,300/- (inclusive of taxes) to the service provider of E - Tendering System.

As per Information Technology Act – 2000, the Bidders are required to sign the bid data using Class – II / Class – III Digital Certificate. The Bidders may procure the Digital Certificate in the name of the authorized representative of the Organization at the earliest.

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 such as online procedure for tender document purchase, bid preparation, bid submission.

- a) For further information, please visit - www.mahatenders.gov.in
- b) 24X7 Helpdesk Toll Free No.: 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787 (NIC)
- c) Mail ID for technical queries: supporteproc@nic.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 Technical Bid will be opened at **2.05 pm** on **17/08/2026** the same day in presence of Tender Committee members of the MAIDC Ltd.

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

ENVELOPES

Envelope ‘T-1’ Technical Bid should contain following documents –

1. Copy of Tender Fee Rs.2300/-
2. Copy of Earnest Money Deposit (EMD) of Rs.25,300/-.
3. Covering Letter on the bidder's letterhead.
4. Valid GST Registration Certificate.
5. Any Documents including fabrication of Dryer Drums or similar heavy equipment work.
6. UDYAM Registration Certificate (MSME) (if applicable).
7. Authorization Certificate (in case of an authorized dealer/representative).
8. Experience Certificate for successful manufacture and supply of Dryer Drums or similar rotary equipment during the last year.
9. Copies of Purchase Orders and corresponding Completion Certificates/Performance Certificates from previous customers.
10. Technical Catalogue/Brochure of the offered Dryer Drum.
11. Welding Procedure Specification (WPS), Procedure Qualification Record (PQR), and Welder Qualification Certificates (if applicable).
12. Installation, Testing and Commissioning Methodology. (On Letterhead)
13. Performance Guarantee confirming satisfactory operation for a minimum period of 24 months from the date of commissioning.
14. Undertaking for Warranty against manufacturing defects.
15. Declaration confirming acceptance of all Tender Terms & Conditions without deviation.
16. Affidavit/Declaration regarding non-blacklisting by any Government Department, PSU, or Autonomous Body.
17. List of Manufacturing Facilities, Machinery, Testing Equipment, and Quality Control Facilities available with the bidder.
18. Duly signed and stamped Technical Bid document.

Envelope ‘C-1’ 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.

Bidders are requested to quote the rates in figures as well as in words

The Envelopes 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.

If any discrepancy is found in submission of tender as specified above, the tender offer is liable to be rejected.

The envelope T-1 will be opened first. If the technical bid documents 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 tender online.

The online Technical Bid will be done at our Goregaon office on the scheduled date in presence of Tender Committee members of the MAIDC Ltd.

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

Proforma – I

Format of company information

1.	Name of the company:	
2.	Registered office address:	
3.	Address for correspondence:	
4.	Name of the authorized signatory:	
5.	Designation of the authorized signatory:	
6.	Mobile No. of the authorized signatory:	
7.	Name of the other contact person:	
8.	Designation of the contact person:	
9.	Mobile No of the contact person:	
10.	Land line Nos of the company:	
11.	Fax Nos of the company:	
12.	E-mail address of the company:	
13.	GST No.:	
14.	PAN No. of the company:	
15.	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:	

Please enclose a cancelled cheque of the above-mentioned account for our ready reference.

Name of the designation of
Authorized signatory

Authorized signatory of
Bidder with seal & date.

The Maharashtra Agro Industries Development Corporation Ltd.

Krushidhyog Bhavan Aarey Milk Colony, Dinkarrao

Desai Marg, Goregaon (East), Mumbai 400065.

GENERAL TERMS & CONDITIONS

(For Supply, Installation & Commissioning of Dryer Drum)

1. Terms and conditions hereinafter shall be binding on the tenderer & the MAIDC Ltd. These terms and conditions shall come into effect immediately after the tenderer submit his tender along with Earnest Money Deposit via online to THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

2. DEFINITION & INTERPRETATION:

In this contract for the General and Special terms & conditions the words will have the following meanings unless the context otherwise requires.

- a) “**Acceptance of Tender**” means the letter or memorandum communicating the following tenderer for acceptance of this tender.
- b) “**Contract**” means invitation to tender, instructions to bidders, acceptance of E-Tender, particulars and the general and special conditions specified. In the acceptance of tender that includes repeat order which has been accepted and 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) “**Bidder**” means any person who is authorized by Management Director of the Maharashtra Agro Industries Development Corporation Ltd. to deal with the tenderer.
- e) “**Managing Director**” means Managing Director of the Maharashtra Agro 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 bidder.

4. SUBMISSION OF TENDER QUOTATION:

Tenderer should submit their tender via E - Tendering systems on site www.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 bidder, cancel the contract in the part of full and or purchase the material at the risk and cost of such a person and hold such person liable to the bidder for all cost damages arising from the cancellation of the contract including any loss which the bidder may sustain or account of such bidder.

6. ALLOTMENT OF CONTRACT (AOC) :

Address of the tenderer, notice and communication 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 bidder, in relation to the contract may be issued to the bidder, 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 bidder.

8. BID SCRUTINY:

- a) The bidder shall scrutinize all the E-Tenders offers received by them. The tenders shall be opened on the day and time fixed in above schedule. The tenderer shall be at liberty to remain present at the time of opening tenders.
- b) After scrutinizing the tenders, it shall be the right of the bidder either to accept a single or more tenders and/ or to reject any one or all the tenders.
- c) The bidder shall not be bound to give any reason either for acceptance or for rejection of tender. No correspondence /communication/compensation claim in this respect from tenderers shall be entertained.

9. REJECTION OF TENDER: Any Bid,

- a) Which varies from our terms & conditions or stipulated counter condition
OR
- b) Which fails to provide required information or is otherwise incomplete.
OR
- c) Which is received from the tenderer/his partner having implicit or explicit relation with the employee of the bidder is liable to be rejected.

10. ACCEPTANCE OF TENDER:

The acceptance of tender rest with the bidder, 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 negotiate with one or more tenderers for revision of rates downwards if the bidder feels that the rates so received are not appropriate.
- iii. To reject the tender on the basis of unsatisfactory performance of the tenderer in pursuance of previous contract with the bidder.
- iv. To reject the tender of delisted / blacklisted tenderer by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- v. To reject the tender having financial or business association with the bidder's employee.
- vi. 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.
- vii. When tenders are received from any proprietorship/firm/companies having one or more common business facilities such as CIN NO, telephone, Email, brand 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:

- a) The bidder 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 bidder, which consent the bidder shall be entitled to withhold without assigning any reason or ground thereof.
- b) Any breach of this condition shall entitle the bidder to take such step as may be necessary and also terminated the contract.
- c) Such termination shall also render the bidder liable for payment to the bidder in respect of any loss or damage arising or ensuring from such cancellation.
- d) The permitted subletting of work by the bidder shall not establish any contractual relationship between the sub bidder and the bidder and shall not release the bidder of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the bidder shall be reimbursed the bidder for the same by making payment through a demand draft, NEFT/RTGS etc.

12. RATES:

- a) The rates specified in the tender should be exclusive GST may be mentioned separately but inclusive of any other taxes, toll, duties of any kind cess, royalty or commission in respect of the supply. 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 the MAIDC Ltd.
- c) However, the variation in the statutory duties on account of business turnover/status shall not be considered.

13. Safety and Insurance

The Bidder shall be solely responsible for the safety of its personnel during transportation, installation, testing, and commissioning. The bidder shall maintain adequate insurance coverage for its employees, equipment, and third-party liabilities. MAIDC shall not be liable for any accident, injury, or loss occurring during execution of the work.

14. Responsibility for Damage

Any damage or loss caused to MAIDC's plant, machinery, equipment, property, or personnel due to negligence, improper workmanship, or omission on the part of the bidder shall be made good by the Bidder at its own cost.

15. Performance Guarantee

The bidder shall provide a Performance Guarantee against defective design, workmanship, materials, and manufacturing defects for a minimum period of **24 months** from the date of successful commissioning.

16. Installation and Commissioning

The bidder shall complete installation, alignment, testing, and commissioning of the Dryer Drum within **30 days** from the date of delivery or site readiness, whichever is later.

17. Performance Trial

A Work Completion Certificate shall be issued only after successful trial operation of the Dryer Drum for **72 continuous hours** under normal operating conditions in the presence of the bidder's representative.

18. Quotation

The bidder shall quote rates both in **figures and words**. In case of any discrepancy, the rate quoted in words shall prevail.

19. Statutory Registration

The bidder shall furnish valid:

- GST Registration Certificate
- PAN
- Factory License
- UDYAM Registration (if applicable)
- Any other statutory registrations required for execution of the contract.

20. Tender Validity

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

21. Refund of EMD

- a) The interested bidders will have to make online payment (using only net banking) of Rs.25,300/- (Inclusive of all taxes) at the time of entering online bid submission stage of the tender schedule.
- b) If the tenderer backs out after submission of tender (within the validity period of the tender) and a before or after acceptance of his tender (either whole or in part) the bidder shall have rights to forfeit the amount of earnest money deposit.
- c) Amount of earnest money shall be refunded to the unsuccessful Bidders whose Bids are not accepted by the Buyer, as per guidelines of www.mahatenders.gov.in. In case of tenderers whose tenders and or tender are/is accepted by the bidder, their amount of earnest money deposit shall remain with bidder till the completion of contract, until accounts are satisfactory settled and compliances of the terms of E-Tender.

22. Security Deposit

- a. Those who are not govt. undertaking / do not have govt. participation shall be required to pay Security Deposit of 5% of Purchase order value. The amount of security Deposit shall be Deducted from their Invoice. If the tenderer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the bidder 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 bidder shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the bidder may have incurred and all dues and other moneys including of losses and damages which the bidder is entitled to recover from the tenderer.
- b. In the event of any breach of the terms and conditions of the Purchase Order, MAIDC shall have the right to recover the loss or damage from the Security Deposit. The bidder shall reimburse any additional amount, if required, within **15 days** from the date of intimation.
- c. The Security Deposit shall be refunded only after successful supply, inspection, acceptance of the Dryer Drum, and completion of all contractual obligations.
- d. No interest shall be payable on the Security Deposit.

23. Risk Purchase

If the bidder fails to supply the Dryer Drum within the stipulated delivery period or fails to comply with the Purchase Order conditions, MAIDC reserves the right to procure the material from an alternate source at the **risk and cost of the defaulting bidder**. Any additional expenditure incurred shall be recoverable from the Security Deposit or any amount due to the bidder.

24. Right of Acceptance

MAIDC reserves the right to accept or reject any offer, either wholly or partially, without assigning any reason thereof. MAIDC also reserves the right to increase or decrease the quantity of the Dryer Drum at the time of placing the Purchase Order.

25. Settlement of Disputes

In case of any dispute arising out of the Purchase Order, the decision of the **Managing Director, MAIDC Ltd.** shall be final and binding, without prejudice to the legal remedies available under applicable law.

26. Terms of Payment

- a) **70%** of the Purchase Order value shall be released after delivery of the Dryer Drum at the bidder's site and submission of all required documents, subject to acceptance by the factory.
- b) **20%** of the Purchase Order value shall be released after successful installation and commissioning of the Dryer Drum and submission of a satisfactory commissioning report certified by the bidder.
- c) The balance **10%** shall be released after **six months** from the date of successful commissioning, subject to satisfactory performance of the Dryer Drum and certification by the bidder.

27. Taxes and Statutory Deductions

Income Tax (TDS), GST TDS (where applicable), and any other statutory deductions shall be made from the bidder's bills as per the applicable Government rules and regulations.

28. Liquidated Damages (Penalty)

Failure to deliver, install, or commission the Dryer Drum within the stipulated delivery period shall attract **Liquidated Damages at the rate of 1% of the Purchase Order value per week or part thereof**, subject to a maximum of **5% of the Purchase Order value**, unless the delay is due to Force Majeure or is approved in writing by MAIDC.

29. Performance Guarantee

The successful bidder shall furnish a **Performance Bank Guarantee equivalent to 10% of the Purchase Order value**, valid for **24 months from the date of successful commissioning**, covering defects in design, materials, workmanship, and performance. Any defects noticed during the guarantee period shall be rectified or replaced by the bidder at no additional cost.

30. Inspection

- a) The Dryer Drum shall be inspected by the bidder's representative at the manufacturer's works before dispatch, if required.
- b) Final inspection and acceptance shall be carried out at the bidder's site after receipt, installation, and successful commissioning.
- c) The bidder shall provide all necessary test certificates, quality certificates, material test certificates, and inspection reports along with the supply.

31. Rejection of Bids

MAIDC reserves the right to reject any bid that is incomplete, conditional, vague, or not in conformity with the tender specifications, commercial conditions, delivery schedule, or any other tender requirement. MAIDC also reserves the right to reject any or all bids without assigning any reason.

32. 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 bidder 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 bidder 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, bidder 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 bidder. 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 bidder 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 bidder 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.

33. The tenderer shall agree that it will indemnify and hold bidder harmless at all times from and against all claims, demands, action, suits and proceeding of whatsoever nature made, which bidder may suffer or incur and which arise out of tenderer's breach of any Terms & Conditions of this contract or breach of any representation or warranties made by the tenderer or any liability incurred or claimed against bidder by any person whatsoever with regards 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 bidder or of a third party howsoever and whatsoever or any other damage, cost etc.. Paid and any liability/damages/cost of expenses suffered by bidder 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 bidder against any loss suffered by bidder 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 specification of THE MATERIAL SUPPLIED.

34. INDEMNIFY:

- a) The Bidder shall agree that it shall indemnify and hold Buyer harmless at all times from and against all claims, demands, damages, costs, actions, suits and proceedings of whatsoever nature made, which buyer may suffer or incur and which arise out of the Bidder;s breach of any Terms & Conditions of this contract or breach of any representations of warranties made by the bidder or any liability incurred or claimed

against Buyer by any person whatsoever with regard to quality specifications, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property (IPR) of Buyer or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by Buyer directly or indirectly as a result of arising out of the foregoing or breach or nonobservance.

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

35. RESTRICTIONS OF LOWER RATES:

The bidder shall not sell product being offered at the lower price than the Quoted to the bidder even by giving any additional trade discount or Incentives during the validity of tender. If such discount is noticed the bidder shall restrict all payments to such lower rates.

36. 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.

37. JURISCDICTION OF COURTS:

The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

38. 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 bidder and provided also the tender also liable to any, the bidder for any extra expenditure he has

thereby put and the tender shall under no circumstances be entitled to any gain on bidder's purchase.

39. ARBITRATION:

- a) 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 thereof.
- b) The venue of arbitration proceeding shall be at Mumbai.
- c) Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.
- d) If at any point, proceeding, during or after the currency of the present tender it is found that the concerned bidder has tried/has approached any of the official of the corporation to influence outcome of the tender, the bidder concerned shall be summarily debarred from any further dealings with the corporations.

40. FORCE MAJEURE:

The tenderer and the bidder shall not be responsible for delay and/or breach of performance on account of force majeure condition if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of Gods, Act of Government authority, strikes, lockouts, trade disputes or concerned act 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 labor problems or situation arising out of force majeure, intimation in writing shall be given to bidder by the tenderer, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labor problems persists for more than 2 months and the tenderer is unable to fulfill its obligations, bidder will have option to terminate this contract by giving written notice to this effect.

41. SPECIAL INSTRUCTIONS TO BIDDER:

Any successful bidder is found to Defame corporation misleading statement or altars, negative publicity or damage brand image of the MAIDC, in such case the MAIDC have right to debar such bidder for three years or permanently black list for participating in Any tender of the MAIDC from time to time.

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

Authorized signatory of tender with seal

Notice: The Bidder should sign and place seal on each page before uploading the documents.