

Maharashtra Insecticides Limited
(A Subsidiary Company of M.A.I.D.C. Ltd., Mumbai)
(Incorporated under Companies Act. 1956)
GST No.27AABCM8932B1ZM
CIN No.UG24210MH1984SGC032856
CIN No.UO5000MH1965SGC013380



MUMBAI OFFICE
C/o. The Maharashtra Agro-Industries
Development Corporation Limited.
Krushi Udyog Bhavan,
Aarey Milk Colony Compound,
Goregaon (East), Mumbai – 400 065.
Tel. : 29272027
Email : pesticidesmaidc65@gmail.com

Ref No.MIL/Malegaon/Boiler/2025/91

DATE: 11/07/2025

To,
M/s. _____

Subject: - Tender for Procurement of Boiler required for Bio-Pesticides and Bio-Fertilizers unit, At. Ajang, Tal- Malegaon, Dist. Nashik.

Ref :- Pest/MIL/Malegaon/Boiler/2025/91 Date: 11/07/2025

Dear Sir/Madam,

Maharashtra Insecticides Ltd. (M.I.L), invites E-tender for the purchase of machinery & equipment required for manufacturing of Bio-Pesticides and Bio-Fertilizers (At. Ajang, Malegaon, Nashik Unit) on the terms & conditions enclosed herewith. The details of various machinery & equipment with specification are given below. Delivery Instructions will be communicated to the successful bidder separately after issuing the purchase order. MIL also reserves the right to accept any tender in part or whole or to reject any or all tenders without assigning any reason thereof.

The Purchase shall be strictly governed by the terms and conditions mentioned bellows bidder's terms shall not be applicable in any case.

The Basic Details for Bio-Pesticides/ Bio-Fertilizer Products: -

1. Bio-Pesticides Products: -

- | | |
|----------------------------------|--------------------------------------|
| 1. Beauverai bassiana 1.15% WP | 2. Verticillium chlamydosporum 1% WP |
| 3. Trichoderma Viride 1.5% WP | 4. Verticillium Lecanii 1.15% WP |
| 5. Bacillus Subtilis 1.5% AS | 6. Trichoderma Harzianum 1% WP |
| 7. Metarahizum anisopliae 1% WP | 8. Tricoderma Viride 1% WP |
| 9. Pseudomonas fluorescens 1% WP | |

2. Bio-Fertilizer Products: -

- | | |
|-----------------------------------|---------------------------------------------|
| 1. Zinc Solublizing Biofertilizer | 5. Azotobacter |
| 2. Azospirillum | 6. Potassium Mobilising Biofertilizers |
| 3. Mycorrhizal Biofertilizers | 7. Rhizobium Phospate Solubilizing Bacteria |
| 4. Acetobactor | 8. Liquid Concercia |

3. Specification - As per enclosed Specification (Annexure-A-1)

4. Delivery schedule - Delivery schedule shall be given after placement of Purchase order as per requirement.

5. Destinations - Plot no. E-16, Malegaon (Ajang, Rawalgaon) Industrial Area, Ajang Tal- Malegaon, Dist. Nashik-423 201, Maharashtra State.

6. Rate - Rate shall be submitted with detail bifurcation such as basic rate, discount on basic rate, GST etc. on **45 days payment terms basis**.

7. Payment Term - On 45 days payment terms basis (Installation & Trail as per standard Procedure).

8. Tender Fee: Tender document fees **Rs. 3,400/- (Rs. Three Thousand Four Hundred Only)** shall be paid through online payment gateway only (net banking).

9. Earnest Money Deposit: -Appropriate amount mentioned below of EMD paid online only. Earnest Money Deposit to be paid with this tender is **Rs.50,400/-** (Rs. One Lacs four hundred only) (through Net banking only).

The bidders shall submit their offers online with super scribed format as Envelope 'A'- Technical Bid & Envelope 'B' - (BOQ) Price Bid.

➤ **Envelope 'A' shall contain following documents –**

- 1) Receipt of E-tender Document Fees Rs.3,400/- as applicable.
- 2) Receipt of EMD Rs. 50,400/- as applicable.
- 3) MSME / SME Certificate for E-tender Document Fees & EMD Exemption.
- 4) Company Information as per format enclosed on bidder's letter head (Annexure-B)
- 5) Copy of Registration Certificate of Firm/ Organization (Shop and Establishment Act.)
- 6) Corporate Identity Number i.e., CIN No. (if applicable)
- 7) Income Tax Return copy (I.T.R.) of last three years.
- 8) List of major clients (especially Bio-pesticides/ Bio-Fertilizer Companies) of the bidder on his letter head along with contact name and contact numbers.
- 9) Minimum 25.00 Lacs Turnover of each year in last three years certified by CA with CA UDIN no.
- 10) Legal valid document to prove that the person signing the tender is authorized to do so.
- 11) Details of Production Capacity/Source.
- 12) Copy of GST Registration Certificate.

13) The General terms and conditions governing the supply contract are Enclosed herewith. The bidders are requested to go through all terms and conditions of General Term & Conditions before submitting the rates with seal and signature on each page and upload it along with the tender.

➤ **Envelope 'B'** Price Bid shall contain only the rate in prescribed **(BOQ)** format.

Rate: Rate shall be on FOR destination. Rate shall be submitted with detailed bifurcation such as basic rate, Discount on basic rate, GST etc.

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

The envelope 'A' shall be opened first & envelope 'B' shall be opened only if the contents of envelope 'A' are found as per requirement. Otherwise, the tender offer shall be rejected.

1) **Bid pre-bid Meeting:** There shall be Prebid meeting on 22/07/2025 at our Head Office, Goregaon (E), Mumbai-65.

Pre-Bid Queries

| Name of the Bidder: | | | | | |
|-------------------------------------------------------------------------|----------------------|-------------------------|--------------|-----------------|----------------------|
| Department Name: The Maharashtra Insecticides Ltd. (C/o The MAIDC Ltd.) | | | | | |
| Tender Ref No.: | | | | | |
| Tender Name: | | | | | |
| Due Date: | | | | | |
| Sr. No. | Bid document pg. no. | Bid document clause no. | Clause title | Bidders Queries | Justification by MIL |
| 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>

2) **Bid Schedule:**

| Sr. No. | Particular | Date | Time |
|---------|-----------------------------------------|------------|----------|
| 1 | Released of E-tender | 11/07/2025 | - |
| 2 | Pre-Bid Meeting | 22/07/2025 | 11.00 AM |
| 3 | Bid preparation, Submission and Closing | 28/07/2025 | 6.00 PM |
| 4 | Technical Bid Opening | 30/07/2025 | 3.00 PM |
| 5 | Commercial Bid Opening | - | - |

3) Information Officers:

- 1) Mr. Vijay Patherkar, C.E., MIL
Contact No.: 8805010529
- 2) Mr. Hemant Pingate, Manager (Pesticide)
Contact No.: 8888842397

Thanking You,

Yours Faithfully,
For Maharashtra Insecticides Limited.
Sd/-
Vijay R. Patharkar
Chief Executive

Encl.

- 1) Technical Bid (Envelope 'A')
- 2) Format of Company Information (Annexure-B).
- 3) General Terms & Conditions (Annexure-C)

Note :

- 1) Website: <https://mahatenders.gov.in>
- 2) 24x7 Helpdesk Toll free no.: 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787.
- 3) Mail ID for Technical Queries : supporteproc@nic.in
- 4) For more help : Bidders should refer the "Bidder Manual Kit" , "Help for Contractors" "Information about DSC" and "Frequently Asked Questions" on website.
- 5) The format of company information & Tender format should be filled completely in all respects.

REGD.OFFICE & FACTORY: Plot No. C-4, M.I.D.C.Area Shivani. AKOLA-444104. **Tel.No.** 07242258052/53/54.
Email ID- pesticidesmaidc65@gmail.com , milakola1@gmail.com

" Annexure – B "
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: | |

Also please enclose a cancelled cheque of above account for our ready reference.

Name & Designation of
Authorized signatory

:

Authorized Signature of
Bidder with seal. & Date

Bio Pesticides and Fertilizers Unit

Required Boiler Quantities.

| Sr no. | Particulars | Quantity Required |
|---------------|-------------------------------|--------------------------|
| A | Production Machineries | |
| 1 | Boiler | 1 nos. |

Annexure A-1

Technical Specifications, Terms and Conditions for Boiler.

- A. The bidder shall have minimum 8-10 years of experience of manufacturing, installation and commissioning of govt. and non govt. Bio fertilizer and Bio-pesticides production plant on Trunkkey basis.
- B. As a proof of experience bidder must enclosed supporting documentation (PO's, work order).
- C. Technical Specification of machines and equipment shall be as below,
 - 1) **BOILER: -**
Technical specifications:

As per size and production capacity of the plant we require 1 number of steam boiler as per below specification.

Types of Boiler - coil type water tube reverse flame.

Steam out - 850 kg/hr

Safety valve set pressure - 10.54 kg/cm³

Thermal efficiency - 88 % (GCV)

Start up time - 3 to 5 minutes

one set of all required accessories along with the main unit.

**THE MAHARASHTRA INSECTICIDES LTD.
(C/O. THE MAHARASHTRA AGRO IND. DEVELOPMENT CORPORATION LTD.)
KRUSHIUDYOG BHAVAN AAREY MILK COLONY, DINKARRAO DESAI MARG,
GOREGAON (EAST), MUMBAI 400 065.**

GENERAL TERMS AND CONDITIONS.

- 1) Terms and conditions hereinafter shall be binding on the bidder These terms and conditions shall come into effect immediately when the bidder submits its bid along with Earnest Money Deposit to **MAHARASHTRA INSECTICIDES LTD.** at Mumbai Office address.

2) DEFINITION & INTERPRETATION:

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

- a) “**Acceptance of tender**” means the letter or memorandum communicating to the bidder for acceptance of this tender.
- b) “**Contract**” means invitation to tender, instructions to bidders, 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 bidder.
- c) “**Bidder**” 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 bidder.
- 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 bidder.
- 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 bidder and the purchaser.

4) SUBMISSION OF TENDER QUOTATION:

Bidder shall submit their bids through E-tendering portal “<https://mahatenders.gov.in>”.

5) Authority Of Person Signing The Contract On Behalf Of The Bidder :

The bidder 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 bidder without disclosing its authority to do so shall be deemed to warrant that it has

authority to bind the bidder. 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 bidder, cancel the contract in 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 bidder and notice and communications shall be sent unless the bidder 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 bidder 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 bidder by officer and all such communication and notices may be served on the bidder either by registered post or under certificate of posting or by ordinary post or by hand delivery at the 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 it. The tenders shall be opened on the day and time fixed in advance. The bidder 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 disclose any reason either for acceptance or rejection of tender. **No correspondence / communication/ compensation claim in this respect from bidders 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 bidder or its 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 shall rest with the purchaser, which does not bind itself to accept the lowest tender and reserves to itself the right.

a) To reject any or all tenders,

b) To split the purchase amongst two or more bidders—Purchaser may split the purchase amongst bidders finalized, at its sole discretion.

c) Purchaser reserves the right to split the purchase in whole or in part without assigning any reason whatsoever.

d) Purchaser does not guarantee any minimum quantity during the tenure of the contract.

- e) To negotiate with one or more bidders for revision of rates downwards if the purchaser feels that the rates so received are not appropriate.
- f) To reject the tender on the basis of unsatisfactory performance of the bidders in subject or previous contract with the purchaser.
- g) To reject the tender of delisted bidders by any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.
- h) To reject the tender having financial or business association with the purchaser's employee.
- i) 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.
- j) 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 bidders in different names and the lowest acceptable quotation of such common firm shall be considered.

11) ASSIGNMENT OR SUBLETTING OF CONTRACT:

The bidders 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 bidders 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 bidders, shall not establish any contractual relationship between the sub supplier and the purchaser and shall not release the bidders of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the bidders shall reimburse the purchaser for the same by making payment through a demand draft.

12) EARNEST MONEY DEPOSIT:

- a) The interested bidders will shall have to make online payment (using net banking) at the time of entering online bid submission stage of the tender schedule.
- b) That if the bidder backs out after submission of tender (within the validity period of the tender) and on before or after acceptance of its tender (either whole or in part) the purchaser shall have right to forfeit the amount of earnest money deposit.
- c) Amount of earnest money shall be refunded to the bidder whose tenders are not accepted by the purchaser as per guidelines of www.mahatenders.gov.in. In case of bidder whose tenders and or tender are/is accepted by the purchaser, their amount of earnest money deposit shall remain with purchaser till the satisfactory completion of contract, until accounts are settled.
- d) The small-scale industrial units registered with Director of industries, Govt. of Maharashtra and submitting their tenders directly or through State Small Scale

Industries Development Corporation or through Meltron or through MAVIM only should pay 50% EMD as specified in the tender letter, however, this shall only be restricted to the items manufactured by them. They shall produce necessary proof supporting that they belong to small scale industrial sector.

13) SECURITY DEPOSIT:

- a) Those who are not Govt. Undertaking do not have Govt. participation shall be required to pay Security Deposit. The bidder whose tender is accepted by the purchaser shall deposit an amount of Security Deposit equivalent to 5% of the value of the material for which the supply order is placed on him by the purchaser, however, amount of security deposit shall not exceed Rs.5,00,000/-. The amount of Security Deposit shall be deducted from payable amount at the time of payment against invoice.
- b) Security Deposit deducted as above shall be valid for the period of one year, it shall be refunded after due and satisfactory fulfillment/performance of the contract on the part of the bidder. The Security Deposit (above mentioned) shall be retained by the purchaser during the period of contract, till the satisfactory settlement of the accounts/transactions arising out of the contract. No interest shall be paid on the amount of Security Deposit.
- c) If contract is fulfilled/ completed within the prescribed period and if the period for performance of the contract is extended by the purchaser, in that case bidder shall have to extend the period of Bank Guarantee and/or furnish fresh Bank Guarantee covering such security deposit for the extended contract during the extended period.
- d) If the bidder fails or neglects to observe or perform any of obligations under the Contract, it shall be lawful for the purchaser to forfeit either in whole or in part the Security Deposit deposited by the bidder. Same as aforesaid if the bidder duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the purchaser shall refund the Security Deposit to the bidder after deduction of all cost and other expenses that the purchaser may have incurred and all dues and other amounts including of losses and damages which the purchaser is entitled to recover from the bidders.

14) VALIDITY OF TENDER:

The rates offered by the bidder 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 shall be exclusive of GST (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 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 shall be borne by the-bidder itself.
- b) No rate revision shall be considered during the period of contract. However, any increase/decrease in the statutory Levis will be similarly considered on producing the concerned notification & proof of payment or any other related documents desired by MIL Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

- c) The Bidder shall quote the FOR rates in given format only at the following address:

The Maharashtra Insecticides Ltd

Plot no. E-16, Malegaon (Ajang Rawalgaon) Industrial Area,
Ajang Tal- Malegaon, Dist:- Nashik 423 201
Maharashtra State

- a) **Invoice-** The bidder shall submit commercial tax Invoice in triplicate indicating tax separately to the M.I.L., Akola factory.
- b) The tendered quantity once accepted and purchase order issued to the bidder by the purchaser, the bidder shall be bound to supply the same. The bidder shall offer only such quantity, which they are in position to supply during the contract period.

16) PAYMENT OF SUPPLY:

a) **Terms of Payment:** 45 days from the date of receipt of material/successful installation at project destination and satisfactory fulfillment of quality specifications, success trial and test reports thereon if any. The payment of mobilization advance will be at sole discretion of MIL/MAIDC Ltd.

b) Security Deposit amount shall be refunded to the successful bidder only after satisfactory, completion of contract with respects to tender term and by providing GST paid confirmation.

17) RISK & COST:

The submission of online tender along with the Terms & Conditions duly signed and sealed by the bidder shall be deemed as acceptance of the Terms & Conditions by the bidder. Once the rates offered by the bidder are accepted by the purchaser and that if the bidder backs out after submission of tender and/or acceptance of the bidder, the purchaser shall have right to purchase the material on the risk & cost of the bidder. Bidder 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 or substandard supply.

18) TAXES:

The bidders shall indicate in detail the taxes applicable (percentage of applicable taxes may please be mentioned in the tender) the requirement of submission of various forms under the GST Act. Its shall also have to quote GST registration number on its tax invoice. All invoices shall have shown tax elements separately e.g. Basic rate + GST OR any taxes, etc. No inclusive rates shall be quoted.

19) PACKING & FORWARDING:

The packing & forwarding charges are to be borne by the bidder only.

20) INSURANCE:

Whenever rates accepted for FOR delivery of the material, the bidder 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 bidder only.

21) DELIVERY & DELIVERY SCHEDULE:

Bidder shall deliver the material at the addresses mentioned above.

- a) The Purchaser after issuing final purchase order shall issue the delivery instruction indicating dates, quantity, type of material to be delivered as per requirement from time to time. The bidder 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.
- c) That if the bidder 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 bidder, recover damages for breach of contract.
 1. Recover from the bidder as agreed liquidated damages a sum equivalent to 0.5% of the price of any material, which the bidder 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.
 2. Purchase or authorize to purchase elsewhere without notice to the bidder, the action and at the risk of the bidder 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 cancelling the contract in respect of the instalments not yet due for delivery or,
 3. Cancelling the contract or a portion thereof and if so desired, purchase or authorize to 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 bidder.

22) WEIGHMENTS/ SAMPLING:

- a) Weighments, quantity & quality assessment of material certified by purchaser's factory shall be final, irrespective of the quantities dispatched & specification and reports submitted by bidder, issued by any other authority.
- b) Rejected quantities shall not be considered.
- c) Contract shall be declared fulfilled, if the quantity delivered is accurate to the quantity contracted.
- d) The goods shall be inspected at purchaser's option either at purchaser's factory or at bidders factory before dispatch.

- e) M.I.Ltd, reserves the right to appoint an inspection Agency for reshipment during the pendency of a contract.
- f) The inspection charges shall have to be borne by bidders only.
- g) The samples shall be drawn by MIL of the material delivered at MIL in presence of bidder or representative of bidder if remains present at the time of delivery at MIL. If bidder intimate its wish to remain present while drawing/sealing of samples at MIL, factory may wait in such case for 48 hours from the date/time of receipt of material, and shall draw the samples thereafter. Samples such drawn shall be final. Samples drawn shall be tested at MIL and the results shall be communicated to the bidder within reasonable time from the date of receipt of material. In case of dispute regards to quality of the material, joint testing may be done in the presence of supplier's representative. Joint report shall be accepted for all purpose. Bidder shall send its representative for joint testing within seven days from the date of receipt of test report, otherwise MIL's report shall be considered as acceptable to bidder.

23) REJECTION OF SUPPLIES:

- a) The material supplied if not conforming to the specifications shall be rejected by M.I.Ltd., at its sole discretion. If any material is rejected by the M.I.Ltd., then at its sole discretion shall exercise any one or more than one of the following.
- b) To allow the bidders 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 bidder without affecting bidder liability as regards to supply the balance consignment due under the contract.
- d) Consignment rejected as aforesaid, must be lifted by the bidder 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 bidder risk and cost from the time of such rejection and if not lifted within the aforementioned time, MIL shall have the right.
 - i) Either to return the rejected material on freight to pay basis, or,
 - ii) To dispose of such material at bidder risk and cost, or :
 - iii) To retain such portion of the goods as may be necessary to recover any loss or additional expenses incurred by MIL in connection with such sale material or adjust the material against ones from the bidder.
 - iv) The rejected goods if not lifted by the bidder within 15 days from the date of intimation, shall incur storage charges of Rs.50/- per item per day plus loading, unloading charges.
 - v) 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 bidder.

- vi) If the supply is consistently of poor quality, the balance quantity of purchases order shall be cancelled and the bidder may be debarred from the participation of any future tenders of MIL.
- vii) The rejected material if not replaced by bidder within 15 days, MIL may at its sole discretion, can accept the material at
- viii) **It is sole discretionary right of the purchaser to blacklist the bidder if material supplied by its fails three (3) times in a financial year to comply specification / norms / composition provided in tender document.**

24) 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 bidder, 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 bidder 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 bidder, 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 bidder 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 bidders shall 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 bidder, for the purpose of this clause whether the bidder 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.

25) The bidder shall agree that it shall 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 bidder breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the bidder 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 non observance. Without prejudice to the above, it shall also be specifically agreed by bidder that it will indemnify purchaser against any loss suffered by purchaser on account of quality problems and all other liabilities including legal expenses arising out of non-confirmation of specifications.

26) 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.

27) JURISDICTION OF COURTS:

The courts at Mumbai, Maharashtra shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

28) Executive Director/Officer may at any time by notice in writing similarly determine the contract without compensation to the bidder in any of the following events i.e. to say:

- 1) If the bidder 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 its state made against its or shall take any proceedings for composition under any insolvency at for the time being in force or make any conveyance or assignment of its effects or enter into arrangement or composition with its creditors or suspend payments or if the firm is solved under the partnership act.

OR

- 2) If bidder being a company, is wound up voluntarily or by the order of bidder 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 bidder 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 it has thereby put and the tender shall under no circumstances be entitled to any gain on purchaser's purchase.

29) 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 mutually appointed, 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 bidder has tried/has approached any of the official of the MIL to influence outcome of the tender, the bidder shall be summarily debarred from any further dealings with the MIL.

The bidder and the purchaser shall not be responsible for delay and/or breach of performance on account of force major 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 given to purchaser by the bidder, and on such intimation the liability to bidder under this contract shall ceased until such problem or circumstances prevailed. If labor problems persists for more than 2 months and the bidder is unable to fulfill its obligations, purchaser shall have option to terminate this contract by giving written notice to this effect.

30) SPECIAL TERMS WHICH SHALL BE ABIDE BY THE BIDDER.

Any successful bidder is found to Defame the MIL with misleading statement or reasons or attract, the negative publicity or damage brand image of the MIL, in such case the purchase reserves right to debar such bidder for three years or permanently black list the such bidder for participation in tenders published by the MIL from time to time.

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

Authorized Signature of tenderer with seal

Note :- The tenderer should sign and place seal on each page before uploading the documents.