



THE MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)
(Registered under the Companies Act, 1956)
CIN No. UO5000MH1965SGC013380



• Registered Office:
Krushi Udyog Bhavan,
Dinkarrao Desai Marg, Aarey Milk Colony,
Goregaon (East), Mumbai 400 065.
Telephone : 8888842636 / 8888842318
E-mail : fertdivmumbai@gmail.com

Ref.No. MAIDC/Fert/Mktg/AS/2025-26/10

Date: 10.09.2025

**Sub: Invitation for Expression of Interest (EOI) from the Manufacturer / Importers/
Company Authorized Suppliers to solicit interest for supply of Ammonium
Sulphate in 50 kg bag under “Krushi Udyog” brand to MAIDC Ltd. in the States
of Maharashtra.**

Dear Sirs,

Online digitally signed Expression of Interest are invited for the supply of Ammonium Sulphate in 50 kg bag under the brand name “KRUSHIUDYOG” in the States of Maharashtra.

Background

About MAIDC Ltd. a Govt. of Maharashtra Undertaking.

MAIDC LTD. is engaged in the fertilizer business since 1965. It is having six Granulated Mixed Fertilizer manufacturing units situated all over the state of Maharashtra. MAIDC is having about 50% market share of Granulated Mixed Fertilizers in Maharashtra under the brand name “Krushi Udyog”. This brand name has established a goodwill in the farmers more than 50 years. MAIDC is also trading the Straight and Complex Fertilizers in the State of Maharashtra through its strong dealer's network in Maharashtra.

Need for the Expression of Interest and rate quotation for the supply of Ammonium Sulphate 50kg.

MAIDC has decided to expand its business hence decided to procure and sale of Ammonium Sulphate in our “Krushi Udyog” brand. Initially the present EOI is for the States of Maharashtra and we require **approx. 10,000 MT 50 kg) of Ammonium Sulphate per annum.**

Quality Aspect

The quality norms will be strictly as per F.C.O. standard, latest amendment and maintaining the quality as aforesaid will be the sole responsibility of the successful bidder. For further details, please refer the Terms and Conditions - Annexure “B”.

Legal Aspects

The successful bidder will have to execute an MOU regarding the terms and conditions governing the supply of Ammonium Sulphate in 50 kg bag under “Krushi Udyog” brand on the non judicial bond paper.

The interested Manufacturer / Importers/ Company Authorized Suppliers submitting their proposals to solicit interest for supply of Ammonium Sulphate (FCO Standard) in “Krushi Udyog” Brand for the contract period of **September 2025 to August 2027** must be able to commit to engage with the MAIDC Ltd for at least One Years if desired so by The MAIDC Ltd.

MAIDC Ltd. reserves the right to accept or reject any or all the offers at its sole discretion without assigning any reason.

Contact Details

Contact Person: Mr. Mahendra .D. Dhande,/ Mr. Prashant. N. Ambole

Dy.Gen.Manager (Fert.) / Dy.Manager (Fert-A/c)

Mob. 8888842336 / 8888842315

Contact address: Maharashtra Agro Industries Development Corporation Ltd.

Krushu Udyog Bhavan, Dr.Dinkarrao Desai Marg,

Goregaon (E), Mumbai-65

Official Website: maidcmumbai.com

E-mail ID : fertdivmumbai@gmail.com

Acknowledgement of Understanding of Terms

By submitting a response against the EOI, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

MAIDC Ltd. may, in exceptional circumstances and at its discretion, extend the deadline for submission of EOI response by issuing an addendum to be made available on the MAIDC Ltd.'s website and e-tender website in which case all rights and obligations of MAIDC Ltd. and the interested bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

The EOI document along with the Terms & Conditions can be downloaded from the E - Tendering portal <https://mahatenders.gov.in> by paying online Rs. 10,300/- (Rupees Ten Thousand Three Hundred only) inclusive of taxes (non refundable). The payment can be remitted through net banking only.

The interested bidders will have to pay online, the Earnest Money Deposit of Rs. 1,00,300/- (Rupees One Lakh Three Hundred only) by way of net banking at the time of Bid Preparation.

MAIDC prefers the FOR delivery terms anywhere in Maharashtra which may please be noted.

Thanking you,

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

The M. A. I. D. C. Ltd
Fertilizer Division, Mumbai.

Tender Schedule (key dates)

Tender Release Date	Closing Date & Time	Opening Date & Time
10.09.2025	30.09.2025 17.00 hrs	03.10.2025 17.05 hrs

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

M. A. I. D. C. Ltd.
Fertilizer Division, Mumbai

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, (Inclusive of transportation), GST etc.

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.

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 E - Tender Notice.

Tender opening

The tenders will be opened at **17.05 hrs on 03.10.2025** in presence of Tender Committee members of MAIDC Ltd.

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

List of Technical Bid Documents

- 1) Copy of Registration Certificate of Firm/Organization/Industry.
- 2) Corporate Identity Number i.e. CIN No.
- 3)** Copy of Manufacturing / Import License (as applicable).
- 4) Tax Deduction and Collection Account Number (TAN) No.
- 5) Copy of Dealers Registration Certificate issued by COA Pune.
- 6)** Copy of GSTN registration
- 7) Copy of Company Information as per format enclosed (Proforma – I) on letter head of firm.
- 8) Copy of Authorization letter of their company on letter head.
- 9) The Tender Notice governing the supply contract are enclosed herewith. Bidders are requested to go through all Tender Notice before submitting the price bid with seal and signature on each page and upload it along with the tender.

Specifications of Ammonium Sulphate

Sr No.	Specification	Particular
1	Moisture percent by weight, maximum	1.0 %
2	Ammoniacal nitrogen per cent by weight, minimum	20.5%
3	Sulphate Sulphar (as S) per cent by weight, minimum	23.0 %
4	Free acidity (as H ₂ SO ₄) percent by weight, maximum (0.04 for material obtained from by- product ammonia and by-product gypsum)	0.025 %
5	Arsenic (as As ₂ O ₃) per cent by weight maximum	0.01 %

Specifications of PP Bags

1. Tolerance for Length and Width shall be +1, -0 cm.
2. Technical specification of Outside Laminated P.P. bags (Printed) for Ammonium Sulphate and NPK Granulated Fertilizers

Sr No		For Ammonium Sulphate
1	MATERIAL	PP
2	TYPE	LAMINATED
3	SIZE	22.5X34 INCH
4	MESH	10X10
5	WTS	120 gms
6	WARP MIN	84 kgf
7	WEPT MIN	87 kgf
8	FILLER MAX	10 %
9	TOLERANCE	± 2%
10	PRINTNG	Front size
11	CORONATED TREATMENT	YES
12	CUTTING	DOUBLE FOLD DOUBLE STICH
13	CUTTING	PLAIN COLD
14	DENIER	1000

A) **PP FABRIC :**

1. "PP" Fabric manufactured should be as per our specification.
2. **In no case reused granules should be used for manufacturing the fabric.**
3. M.A.I.D.C. reserves the right to send random samples of the supplied bags to Indian Institute of Packaging for testing. If reused material found in the sample bags, the supplier will be liable for penalty and cancellation of the remaining supply order.

4. The minimum width of tapes used for making fiber shall not be less than 2.54 mm.
5. The Fabric may be produced from material woven as a tube. The material produced On Circular loom the mesh per inch woven from PP tapes shall be of

1000 denier (+5%)

10 Warps x 10 Wefts.

6. The Fabric used shall be free from all major weaving defects, like pick points, missing Tapes, biasness etc.
7. The maximum elongation of tape when measured at the point of rupture shall not exceed 25 percent.

Heart shrinkage of the tape shall not exceed 5 percent when determined at temperature of 60 C and shall not exceed 6 percent when determined at temperature of 90C the tape being subject to the temperature for a period of 10 minutes in an air circulating oven and hot water bath respectively as per IS:47: (2162.1984)

B) MOUTH OF BAGS :

The mouth of bag shall be selvedge or knife cut or hemmed. The tapes should not fray and the edges should not be rough, which may cause problem in actual use.

C) LAMINATION:

The bags shall be laminated on the outside for PP Bags with direct application of gauge. (25 Microns + 10%) LDPE made out of virgin granules and should be free from Pin-holes, porosity, tears patches, blisters or any other visible defect.

- D) The lamination should cover the entire outer areas of the fabric used.

E) STITCHING :

The bottom of the bags should be stitched. The seam should be folded outside by a minimum of 25mm thus making the stitches go through six layers of laminated fabric with 2 rows of chain stitches with a tape of 1000 denier yellow colour or any other colour as specified by us.

The first row of stitches from the edge should be at a minimum distance of 8mm and The second row shall be at a distance of not more than 5mm from the first row of stitches.

The bottom fold of the bags to be stitched should always occur on the opposite side of printing made on the bag.

The number of chain stitches should be 12 ± 2 per decimeter and should be uniform without any loose thread or knot.

F) STRENGTH:

- a. The breaking strength of the sample cut from the lamination bag shall be as under
- b. Fabric (On 5x20cm Raveled strip method at constant rate of traverse. Machine @ 300 ± 15 mm / cm)
- c. Warp way (Widthwise) 87 Kgf Weft way (lengthwise) 69 Kgf.
- d. Testing method as per IS 1969 – 1985 and IS 6192-1971
- e. Seam breaking load: Bottom seam 32 kgf. Testing method as per IS 9030 – 1979.
- f. The specified strength value of fabric and seam shall be an average breaking load Value of the samples under test. Individual value shall however be not below 10 (Ten) percent of specified value.

G) Branding :

- a. The bags will be branded by flexo printing method
- b. The PP bags shall be branded by printing in Multi colour as specified and as per the design Colour code furnished by MAIDC from time to time.

H) WEIGHT :- The weight of the individual 50Kg. Bags made from fabric circular woven should be 120 gms with tolerance of $\pm 3\%$ incase of individual bag and $\pm 3\%$ for bale of 500 Bags. (excluding packing material)

ANNEXURE "A"
Format of company information

Name of the company:	
Registered office address	
Address for correspondence:	
Name of the Authorized signatory	
Designation of Authorized signatory	
Mobile number of Authorized signatory	
Name of the other contact person	
Designation of the other contact person	
Mobile no of the other contact person	
Land line nos. of the other contact person	
E-mail address of the company	
GST Registration Number	
Pan number of the company	
Bank details of the company for payments by RTGS a) Beneficiary Name b) Credit account no. c) Centre (Location) d) Bank Name e) Branch address f) Account type g) IFSC Code	

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

Name & Designation of
Authorized signatory :

Authorized Signature of
Bidder with seal. & Date

The Maharashtra Agro Industries Development Corporation Ltd.

**Krushidudyog Bhavan Aarey Milk Colony, Dinkarrao
Desai Marg, Goregaon (East), Mumbai 400065.**

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF AMMONIUM SULPHATE CONFIRMING THE FCO SPECIFICATIONS

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

2. DEFINATION & INTERPRETATION:

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

- a) **"Acceptance of Tender"** means the letter or memorandum communicating the following tenderer for acceptance of this tender.
- b) **"Contract"** means invitation to tender, acceptance of tender, particulars and the general and special conditions specified. In the acceptance of tender that includes repeat order which has been accepted a acted upon by the tenderer.
- c) **"Tenderer"** means the person/firm/company with which 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 Management Director of Maharashtra Agro Industries Development Corporation Ltd. to deal with the tenderer.
- e) **"Managing Director"** means Managing Director of 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 purchaser.

4. SUBMISSION OF TENDER QUOTATION:

Tenderer should submit their tender via E - Tendering system on site <https://mahatenders.gov.in>

5. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE TENDERER:

The tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents which or a duly certified copy of the same shall be attached with the tender.

OR

A person signing the tender or any documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person who is signing had no authority to do so, the Managing Director may, without prejudice to any other right to remedy of the purchaser, cancel the contract in the part or full and or purchase the material at the risk and cost of such a person and hold such person liable to the purchaser for all cost damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchaser.

6. Address of the tenderer and notice and communications shall be sent unless the tender has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement due to the Managing Director or to the officer. The tenderer shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communication and notice on behalf of the purchaser, in relation to the contract may be issued to the tenderer by office and all such communication and notices may be served on the tenderer either by registered post or under certificate of posting or by ordinary post or by hand delivery at option of such officer.

7. AUTHORITY OF THE MANAGING DIRECTOR/OFFICER

For all the purposes of the contract including arbitration proceeding therein, the Managing Director and/or officer shall be entitled to exercise all the rights and powers of the purchaser.

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

9. EARNEST MONEY

- a) a) The interested bidders will have to make online payment (using only net banking) of Rs.100,300/- (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 purchaser shall have rights to forfeit the amount of earnest money deposit.

- c) Amount of earnest money shall be refunded within a period of 30 days from the date of opening the tenders to the tenderer whose tenders are not accepted by the purchaser. In case of tenderers whose tenders and or tender are/is accepted by the purchaser, their amount of earnest money deposit shall remain with purchaser till the accounts are settled.

10. SECURITY DEPOSIT.

- a) Those who are not govt. undertaking or do not have govt. participation shall be required to pay Security Deposit. Successful tenderer will have to deposit additional offline payment of Rs. 4,00,000/- in working days in office for which the supply order is placed on him by the purchaser. The amount of Security Deposit shall be deposited by the tenderer in cash or in the form of Bank Guarantee (in the proforma prescribed by the purchaser) for equivalent amount from the scheduled Bank. In case of successful tenderer Online Earnest Money Deposit of Rs.100,300/- will be transferred to Security Deposit i.e total security deposit will be Rs. 5,00,300/- (Rs. Five Lakh Three Hundred)
- b) Bank Guarantee furnished by the tenderer (as stated above) shall be valid for the period of one year and Bank Guarantee shall cover due and proper fulfilment/performance of the contract on the part of the tenderer. The Security Deposit (above mentioned) shall be retained by the purchaser during the period of contract till the settlement of the accounts/transactions arising out of the contract. No interest shall be paid on the amount of Security Deposit.
- c) If contract is fulfilled/completed within the prescribed period and if the period for performance of the contract is extended by the purchaser, in that case tenderer shall have to extend the period of Bank Guarantee and/or furnish fresh Bank Guarantee covering such extended contract during the extended period.
- d) If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the purchaser to forfeit either in whole or part the Security Deposited by the tenderer. Same as aforesaid if the tenderers duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the purchaser shall refund the Security Deposit to the tenderer after deduction of all cost and other expenses that the purchaser may have incurred and all dues and other moneys including of losses and damages which the purchaser is entitled to recover from the tenderer.

11. VALIDITY OF TENDER:

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

12. RATES:

- a) **The rates specified in the tender should be inclusive of Packing Material & exclusive of GST** (it should 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) The tenderer shall quote the rates on FOR delivery of the material anywhere in State of Maharashtra.

c) No rate revision will be considered during the period of contract. However, any increase / Decrease in the statutory Levies will be considered on producing the concerned notification & proof of payment or any other related documents desired by MAIDC Ltd. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

d) Art-work of bag should be provided by MAIDC.

13. RISK & COST

The submission of tender along with the Terms & Conditions duly signed and sealed by the tenderer will be deemed as acceptance of the Terms & Conditions by the tenderer. Once the rates offered by the tenderer are accepted by the purchaser and that if the tenderer backs out after submission of tender and/or acceptance of his tender, the purchaser shall have right to purchase the material on the risk & cost of the tenderer. The losses so incurred by MAIDC Ltd. shall be made good by the tenderer.

14. TAXES:

The tenderer should indicate in detail the taxes applicable as per GST, the requirement of submission of various forms under the GST. He shall also have to quote his GST registration number.

15. PACKING & FORWARDING:

The packing & forwarding charges will be borne by Tenderer / Supplier.

16. INSURANCE

Whenever rate accepted for FOR delivery of the material, the tenderer shall be fully responsible for the breakages/damages and/or losses of the material during the transit. Insurance charges for the material shall be borne by the tenderer.

17. DELIVERY & DELIVERY SCHEDULE

The tenderer delivers the material at the addresses mentioned above.

- a) The purchaser shall at the time of placing final purchase order, will give the delivery schedule indicating dates, quantity, to be delivered. The Tenderer shall be bound to affect the deliveries strictly according to the date and specifications and other instructions mentioned therein. As factories have limited storage facility, excess quantity will not be accepted. The supplier will have to make their own arrangements for storage and transportation of excess stock.
- b) The purchaser shall have right to make alteration/modification in the delivery schedule. The tenderer shall have to mention in the tender, time required for him/them to deliver the material from the date of placement of purchase order.

- c) That in case the tenderer is unable to supply the material according to the delivery schedule, the tenderer shall inform the purchaser about his/their inability to supply the material according to the delivery schedule and he shall give written intimation with proper/satisfactory justifications within a week's time from the date of relevant purchase order. However, MAIDC will purchase the material at risk & cost of such tenderer. MAIDC at its sole discretion may debar / blacklist the tenderer from participation of any future tender of purchaser.
- d) **Schedule for dispatched: As per requirement.**

18. WEIGHMENTS/ SAMPLING

- a) Weighments of quantity, assessment of material certified by purchaser will be final irrespective of the quantities mentioned in the delivery challan by the tenderer.
- b) Rejected quantities will not be considered.
- c) Contract shall be declared fulfilled if the quantity delivered is 5% more or less than the quantity contracted. Purchaser may allow such variation at its own discretion.
- d) Random samples will be drawn by the purchaser of the goods delivered in presence of Tenderer or Representatives of supplier. Samples drawn will be tested in the purchaser's laboratory/Govt Laboratory and the results will be communicated to the supplier (if so desired) within seven days from the date of receipt of material and results as communicated by the purchaser shall be final. In case of dispute regarding quality of the material, joint testing will be carried out in the presence of supplier's representative. Joint report shall be accepted as final report for every purpose. Supplier should send his representative for joint testing within seven days from the date of receipt of the material at site, otherwise purchaser's report will be considered as acceptable to the supplier.

19. REJECTION OF SUPPLIES

- a) The material supplied if not confirming to specifications shall be rejected by the purchaser at his sole discretion. If any material is rejected by the purchaser then at their sole discretion shall exercise any one or more than one options of the following.
- b) To allow the tenderer to replace it with material of right specification without any further cost to the purchasers within specified time or:
- c) But the entire or part quantity of material rejected or any other material for similar purpose, the purchaser may purchase the material at the risk and cost of the tenderer without effecting tenderer's liability as regards supply of balance consignment due under the contract.
- e) Consignment rejected as aforesaid must be removed by the supplier within 15 days from the date of communication of rejection by the purchaser, against replacement of equal quantity and such rejected material shall lie at the tenderer's risk and cost from the time of such rejection and if not removed within the aforementioned time, the purchaser shall have the right:

I) to dispose of such material at the tenderer's risk and cost
and / or

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

III) The rejected material if not lifted by the supplier within 15 days from the date of intimation shall incur storage charges @ Rs. 50/PMT per month plus loading unloading charges.

VI) The purchaser shall be at liberty to dispose off or to destroy the rejected goods if not lifted

Within 15 days at risk and cost of tenderer.

V) If the supply is consistently of poor quality, the balance quantity of supply order will be cancelled and the tenderer may be debarred from the participation of any future tender of purchaser.

20) WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED

Whenever any claim or claims for payment of sum of money arise out of or under the contract against the tenderer, the purchaser shall be entitled to withhold also for a lien to retain a sum or sums in whole or in part from the pending bills and 'EMD' of the tenderer for the aforesaid purpose the purchaser shall be entitled to withhold said pending bills and EMD and also for a lien over the sum pending finalization or adjudication of any such claim. In the event of pending bills and EMD being sufficient to cover the claim amount or amounts or if no pending bills and EMD are there from the tenderer, purchaser shall be entitled to withhold and have a lien to retain to the extent of such a claim amount or from any sum of amount referred to be found payable or which at any time thereafter may become payable to tenderer under this contract or any other contract with the purchaser. If it is an agreed terms or the contract against the sum of money or moneys so withheld or retired under the lien referred to above, by the purchaser till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the tenderer will have no claim interest or damages whatsoever or any action in respect of such withholding or retention under the lien referred to and duly notified as such to the tenderer, for the purpose of this clause whether the tenderer is partnership firm or limited company, the purchaser shall be entitled to withhold and also have lien to retain towards such a claim the amount or amounts in hold or in part from any sum found payable to any partner limited company as the case may be whether in individual capacity or otherwise.

21. The tenderer shall agree that it will indemnify and hold MAIDC harmless at all times from and against all claims, demands, actions, suits and proceedings of whatsoever nature made, which MAIDC 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 MAIDC 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 MAIDC or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by MAIDC 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 MAIDC against any loss suffered by MAIDC on account of quality problems such as weight, moisture, fineness etc. and all other liabilities including legal expenses arising out of non-confirmation of specifications of AMMONIUM SULPHATE supplied.

22) RESTRICTION TO LOWER RATES

The supplier shall not sell product being offered at the lower price than he quoted to the purchaser even by giving any additional trade discount or incentives during the validity of tender. If such discount is noticed the purchaser shall restrict all payments to such lower rate.

23) 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.

24) 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.

25) 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 estate made against him or shall take any proceedings for composition under any insolvency act 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 accrued or shall accrue thereafter to the purchaser

and provided also the tender also liable to any, the purchaser for any extra expenditure he has thereby put and the tender shall under no circumstances be entitled to any gain on MAIDC Ltd. purchase.

26) ARBITRATION

In the event of any dispute or differences arising out or relating to, under or in respect of this contract, the same shall be referred at the written request of either party to a sole arbitrator to be appointed by Managing Director of MAIDC Ltd. in accordance with the Arbitration and Conciliation Act, 1996 and the Rules, if any, made there under and any statutory modifications or re-enactment 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.

27) If at any point, proceeding, during or after the currency of the present tender it is found that the concerned supplier has tried/has approached any of the official of the Corporation to influence outcome of the tender, the supplier concerned shall be summarily debarred from any further dealings with the Corporation.

28) The tenderer and the purchaser shall not be responsible for delay and/or breach of performance on account of force majeure conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts, trade disputes or concerned acts of workmen lasting over 15 days, fires, floods, severe draughts, earthquake, explosion, riots, war break down. However, the party affected by such force majeure situation shall intimate the other party forthwith. In the event to supply the required quantity on account of labour problems or situation arising out of force majeure, intimation in writing shall be given to MAIDC by the tenderer, and on such intimation the liability to supply under this contract shall ceased until such problem or circumstances prevailed. If labour problems persists for more than 2 months and the tenderer is unable to fulfill its obligations, MAIDC 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.

Authorized Signature of tenderer with seal

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