



Ref No. PEST/2011-12/TENDER-3/09890

DATE: - 24-12-2011

To,  
M/s. \_\_\_\_\_

Through Courier service.

Sub: - Tender for purchase of Metalaxyl MZ 72% WP (Metalaxyl 8% + Mancozeb 64%) in bulk packing.

Ref: - Our Tender Notice No. PEST/MIL/11-12/Tender-3 Dtd. 24-12-2011

Dear Sirs,

Sealed tenders are invited for purchase of 12 MTs of Metalaxyl MZ 72% WP (Metalaxyl 8% + Mancozeb 64%) in bulk packing on following major terms & conditions in addition to the general terms & conditions enclosed. The material is required during January 2012 at MIL Akola. Though the quantities are mentioned above, MIL reserves the right to increase or decrease the quantities without assigning any reason. MIL also reserves the right to accept any tender in part or whole or to reject all tenders without assigning any reason thereof.

- 1) CIB Guideline : The supplies will be governed as per guidelines given by CIB & RC vide their circular No. 4-4/2000-CIR/57/41 dated 07-08-2000. Copy of the circular is enclosed for your ready reference.
- 2) Specification :- a) BIS Specification No. IS:13692-1993. Material should be supplied with ISI Mark. Please mention ISI Marking Licence No.  
b) Content: Metalaxyl 8% Minimum + Mancozeb 64% Minimum.  
c) Shelf Life – 2 Years.  
d) Mfg date: Should not be older than one month at the time of supply.
- 2) Packing :- Good packing as per BIS specification.
- 3) Delivery schedule: Delivery schedule will be given after placement of purchase order as per requirement.
- 4) Destinations : MIL plant at Akola
- 5) Rate : Rate should be submitted on FOR destination basis (i.e. inclusive of freight & insurance) with detail bifurcation such as basic rate, discount on basic rate, E.D., Cess, M-VAT/CST, on 30 days credit basis.
- 6) Documents to be submitted : Copies of a) CIB Registration b) Valid manufacturing licence of above product & c) Valid ISI Licence (if product bears ISI Mark) should be submitted alongwith tender document and also submit copies of State & Central Sales Tax Registrations.

**The tenderer should submit his offer in two sealed envelopes superscribed as Envelope 'A'- Technical Bid & Envelope 'B' - Price Bid.**

**Envelope 'A'** Technical Bid should contain following documents –

- 1) **Earnest Money Deposit** :- Demand draft of appropriate amount mentioned below or copy of cash receipt if EMD paid in cash.

Earnest Money Deposit to be paid with this tender is Rs. 50000/- (Rs. Fifty Thousand only). If the tenderer is SSI Units in Maharashtra State, he should pay EMD of Rs. 25000/- (Rs. Twenty five thousand only) & submit copy of SSI Registration of Directorate of Industries of Maharashtra State, with the offer.

**REGD. OFFICE & FACTORY** : Plot No. C-4, M.I.D.C. Area. Shivani. AKOLA-444 104. **Tel. No.** 0724-2258052/53/54.  
**Fax No.** 0724-2258053 **TELEGRAM** : PESTICIDES.

**LOTE PARSHURAM FACTORY** : Plot No. F-4, M.I.D.C. Indl. Area, Lote Parshuram, Tal. Khed, Dist. Ratnagiri-415722.  
**Tel. No** : 02356-272572,

E.M.D. is to be paid either in cash between 11.00 AM to 12.00 Noon on working days (i.e. Monday to Friday) or by Demand Draft drawn on any scheduled bank payable at Mumbai in favor of "The Maharashtra Agro Industries Development Corporation Ltd." EMD will be refunded only on submission of stamp receipt issued by this office.

- 2) Copy of CIB registration of the product. (CIB registration for "export only " will not considered)
- 3) Copy of valid manufacturing Licence of the product.
- 4) If product bears ISI mark, then copy of valid ISI marking Licence.
- 5) Company Information as per format enclosed.

**Envelope 'B'** Price Bid should contain only the rate in prescribed format on tenderers letter head. **No other documents should be placed in envelope B.**

Rate : Rate should be on FOR MIL Akola basis. Rate should be submitted with detailed bifurcation such as basic rate, Discount on basic rate, E.D., Cess, VAT / CST.

Both the envelope 'A' & Envelope 'B' should be superscribed as "Tender for supply of Metalaxyl MZ 72% WP in bulk". Above tender No. should also be mentioned on both the envelopes. The sealed tender offer in envelope 'A' (Technical Bid) & Envelope 'B' (Price Bid) should reach our Goregaon Office on or before 05-01-2012 at 2.00 P.M.

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

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

Tender offer will be opened on 05-01-2012 at 3.00 PM. at our Goregaon office in presence of tenderers.

Thanking You,

Yours faithfully,  
for The M. I. Limited.

(S. S. DAKE)  
Executive Director MIL /  
DY.GEN.MANAGER (PEST)

- Encl.: 1) Format of company information.  
2) Tender Format.  
3) General Terms & Conditions.

Note :

- 1) Tenders without EMD will not be considered.
- 2) Please submit offer on supplier's letter head
- 3) Please submit CIB Registration, Valid manufacturing licence for the product being offered.
- 4) If the supplier bears BIS marking licence then copy of the valid BIS licence should also be enclosed. In that case, please mention the BIS marking licence No. in the tender format.
- 5) The format of company information & Tender format should be filled completely in all respects.**

To ,  
All State Licensing Authority / Pesticide Associations  
(As per list attached)

Subject : Bulk sale of pesticide formulations from the basic  
manufacturer/other suppliers to the small scale  
manufacturer for repacking and marketing of the product

Sir,

With reference to subject mentioned above, it is inform you that the Registration committee constituted under section 5 of the Insecticides Act, 1968 approved the bulk sale of pesticide formulation from basic manufacturer/other suppliers for repacking and marketing of the products in its 200th meeting held on 13.6.2000.

The guidelines on repacking from bulk quantity of the pesticides and their formulation as decided by the "Expert Committee" under the Chairmanship of Dr. K.V. Raghvan, Director, IICT, Hyderabad and endorsed by the registration committee subsequently in its 198th and 199th meetings are also enclosed. These guidelines shall be strictly followed for the repacking operation of the pesticide formulation by the manufacturers. The manner of labelling shall be done as per provision IS & IO of the Insecticides Rules 1971.

Yours faithfully,

( A.D. Pawar )  
Secretary,  
Central Insecticides Board  
and Registration Committee

Encl : as above

Guidelines for bulk sale of Pesticides formulation for its repacking

1. The seller & purchase of the bulk formulation should possess the Certificate of Registration and manufacturing licence for particular product.
2. Both the party shall have to obtain the ISI Certification Mark for the manufacturing of the product. (As and when this shall be applicable).
3. The Bulk formulator/seller shall sell the material to such manufacturer who have satisfied with the quality criteria of the products. Spurious pesticides shall not be pushed for selling to the unscrupulous manufacturers by offering lower rate of cost.
4. The manufacturer who shall purchase the bulk formulation from the basic and other reputed manufacturers shall also be satisfied before purchasing the bulk formulation and shall register their name with the seller.
5. Selling and purchase of the material by the manufacturers shall be reported to the licencing authorities for each consignment.
6. The bulk manufacturer and seller also can select the reputed company for selling their product and can refuse to sell anybody if they are not satisfied with the customer.
7. The manufacturer who shall purchase the bulk formulation should not mix the additional adjuvant or any foreign material with the purchased formulation.
8. The manufacturer shall repack the bulk formulation within sixty days of the receipt of the material in their plant of as per BIS guidelines. Accordingly they should select the quantity to purchase as per their capacity. Huge quantity of material shall not be dumped in the plant for repacking and no excuse shall be given regarding drop in concentration/reduction of active ingredient for the product.
9. In case of manufacturer who uses the manufacturing plant of other manufacturers by taking it on lease for some specified period may also repack their own product brought from their manufacturing plant situated in different states should also keep on record the corresponding batch number for each batch of formulation repacked by them in such plants to the satisfaction of the licencing authority of that particular State.
10. The basic manufacturer should also not prepare such formulation from the technical product which has less active ingredient and more impurities. Such products will be hazardous to the human health and environment and the stability of the product will be low. Therefore, the basic manufacturer should certify the active ingredient/associated impurities for each batch of the technical product from which the formulation was prepared to the seller and the licencing authority. The technical pesticides which are used for in-situ formulation shall be well checked by the ISI authorities / licencing authorities periodically before these are allowed to go for manufacturing formulation.
11. The manufacturers who posses the certificate of Registration of any product with provisional shelf-life shall not be allowed to repack the bulk formulation.

## **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) VAT TIN No. (Maharashtra sales tax)
- 14) CST Registration No.
- 15) PAN No. of the company
- 16) Bank details of the company for payments by RTGS
  - a) Beneficiary Name
  - b) Credit account No.
  - c) Centre (Location)
  - d) Bank Name
  - e) Branch address
  
  - f) Account type
  - g) IFSC Code

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

Name & Designation of  
Authorised signatory

:

Authorised Signature of  
Bidder with seal. & Date

(To be typed on the letterhead of bidder)

To,  
**Executive Director,**  
Maharashtra Insecticides Ltd.,  
C/o. The M.A.I.D.C. Ltd;  
Krushi Udyog Bhavan,  
Aarey Milk Colony,  
Goregaon (East),  
MUMBAI 400 065.

Ref : Tender Enquiry No.Pest/MIL/Tender/.  
Tender offer for supply of \_\_\_\_\_

With reference to your tender enquiry referred above, we are submitting herewith our tender for supply of \_\_\_\_\_ to your Pesticides Formulation Plant at Akola

- 1) Name of the product :
- 2) Quantity. offered :
- 3) Specification : As per Specification.
- 4) Purity (in case of Chemicals and Technical pesticides) :
- 5) Price structured Unit. :
  - a) Basic rate :
  - b) Excise duty :
  - c) M-VAT (Maharashtra State VAT)OR
  - d) CST :Total Akola/Lote Parshuram  
Factory delivered Rate
- 6) Discount
  - a) Quantity discount :
  - b) Other discount :
- 7) Period required for commencement of delivery from acceptance of placement order (Lead period) :
- 8) Delivery schedule :
- 9) Payment terms :
- 10) Money Receipt No.of EMD paid :

OR

- 11) Details of DD enclosed : DD No. Date :
- 12) Validity of offer :

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

We are submitting sample to your Akola factory of material being supplied.

Name & Designation of Authorised signatory : Authorised Signature of Bidder with seal. & Date

MAHARASHTRA INSECTICIDES LTD.  
(C/o. THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.)  
KRUSHI UDYOG BHAVAN, AAREY MILK COLONY, DINKARRAO DESAI MARG,  
GOREGAON (EAST), MUMBAI 400065

GENERAL TERMS & CONDITIONS FOR SUPPLY OF MATERIALS :

Ref: Pest/MIL/Tender/

Date :

01) Terms & conditions hereinafter shall be binding on the tenderer & MIL Ltd. These terms & conditions shall come into effect immediately when the tenderer submits his tender alongwith earnest money deposit to Maharashtra Insecticides Limited at Mumbai office address.

02) DEFINITION & INTERPRETATIONS :

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

- (a) "Acceptance of tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender.
- (b) "Contract" means the invitation to tender, instructions to tenderers, tender, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted up on by the contractor.
- (c) "Contractor/Tenderer" means the person/firm/company with whom the contract is made & includes his legal heirs, executors, administrators or successors & permitted assignees, as the case may be.
- (d) "Purchaser" means Maharashtra Insecticides Limited and includes its assignees or successors.
- (e) "Executive Director" means the Executive Director of Maharashtra Insecticides Limited.
- (f) "Officer" means any person who is authorised by Executive Director of Maharashtra insecticides Limited to deal with the contractor/tenderer.
- (g) "Material" means all items mentioned in the purchase order/memorandum communicating the acceptance of tender.

03) PARTIES :

The Parties to the contract are the contractor / tenderer and purchaser

04) SUBMISSION OF TENDER/QUOTATIONS :

Sealed tender/quotation shall be submitted in the prescribed format, neatly typed or in legible handwriting in Marathi (Devnagari Script) or in English.

05) AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

A person signing the tender or any documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Executive Director may without prejudice to any other right or remedy of the Purchaser, 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 costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

06) ADDRESS OF THE CONTRACTOR/TENDERER & NOTICES AND COMMUNICATION ON BEHALF OF PURCHASER :

For all purchases of the contract including arbitration therein the address of the contractor mentioned in tender shall be the address, to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other Communications and sent by registered post acknowledgement due to the Executive Director or to the Officer. The contractor shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid. Any communications and notices on behalf of the purchaser in relation to the contract may be issued to the contractor by officer and all such communications and notices may be served on

the contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

07) AUTHORITY OF THE EXECUTIVE DIRECTOR/OFFICER

For all 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.

08) The purchaser shall scrutinize all the tenders received by them. The tenders shall be opened on the day and time fixed in advance. The contractor/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 tenders.

09) EARNEST MONEY DEPOSIT ( EMD)

(a) Contractor/Tenderers shall alongwith his tender, pay an amount as shown in tender letter, only in cash or by D. D. drawn in favour of MAIDC LTD., payable at Mumbai towards earnest money deposit. The demand draft shall be drawn on any schedule bank. No tender shall be accepted without earnest money deposit. No interest shall be paid on the amount of earnest money.

(b) That if the contractor / tenderer backs out after submission of tender (within the valid period of the tender) and before or after acceptance of this tender(either whole or part), the purchaser shall have right to forfeit the amount of EMD.

(c) Amount of EMD shall be refunded within a period of 90 days from the date of opening of tenders to the contractor / tenderer whose tenders are not accepted by the purchaser. In case of contractors / tenderers whose tenders & or tender are/is accepted by the purchaser, their amount of EMD shall either be refunded or adjusted against the amount of security deposit.

(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.

10) Security Deposit: ( SD)

(a) The Contractor/tenderer 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 deposited by the contractor / tenderer in cash or in the form of Bank Guarantee (in the proforma prescribed by the purchaser) for equivalent amount from the scheduled bank.

(b) Bank Guarantee furnished by the contractor / tenderer (as stated herein above) shall be valid for a period of one year and BG shall cover due and proper fulfillment / performance of the contract on the part of the contractor / tenderer The SD (above mentioned) shall be retained by the purchaser during the period of contract and till the settlement of all the accounts / transactions arising out of this contract. No interest shall be paid on the amount of SD.

(c) If contract is not fulfilled / completed within the prescribed period and if the period for performance of contract is extended by the purchaser, in that case the contractor / tenderer shall have to extend the period of BG and / or furnish fresh BG covering such extended period of contract for satisfactory performance of the extended contract during the extended period.

(d) If the contractor / 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 in part, the SD deposited by the contractor save as aforesaid if the contractor duly performs and completes the contract in all respects, and presents a certificate of satisfaction of contract issued by the "officer", the purchaser shall refund the SD to the contractor / tenderer after deducting all costs and other expenses that the purchaser may have

incurred and all due and other monies including of losses and damages which the purchaser is entitled to recover from the contractor / tenderer. In addition to this, the purchaser shall also have a right to take proper action under the law against the contractor / tenderer to recover all costs and other expenses that the purchaser may have incurred and all dues and other monies including of losses and damages which the purchaser is entitled to recover from the contractor.

- (e) Small Scale Industrial Units registered with Director of Industries, Govt. of Maharashtra or quoting through MSSIDC or through MELTRON or through MAVIM shall pay S.D. @ 5% of the purchases or maximum Rs.1,00,000/-, whichever is lowest.

11) VALIDITY OF THE TENDER

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

12) RATES:

- (a) The contractor/tenderer shall quote rate for material strictly confirming to the specifications and in terms of units mentioned in the schedule.

- (b) The contractor/tenderer shall quote the rate for delivery of the material at the following addresses.

MAHARASHTRA INSECTICIDES LTD.  
Plot No. C-4, MIDC Indl. Area,  
Shivani, Akola 444 104.

MAHARASHTRA INSECTICIDES LTD.  
Plot No. F-4, MIDC Indl. Area,  
At Post – Lote Parshuram,  
Taluka – Khed, Dist. – Ratnagiri,  
Lote Parshuram Pin : 415722.

- (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 concern notification & proof of payment or any other related document desired by MIL. However, the variation in the statutory duties on account of business turnover/status shall not be considered.

- (d) INVOICE : The contractor / Tenderer should submit tax invoice indicating tax saperately.

13) TAXES

- (a) The contractor/tenderer should indicate in detail the taxes applicable (percentage of applicable sales tax may please be mentioned in the tender) and requirement of submission of various forms under the MVAT Act. He shall also have to quote his VAT / C.S.T. registration numbers on his invoices. All invoices should have shown tax element separately e.g. Basic Rate + Excise Duty + M VAT / Other taxes. No inclusive rates should be quoted.

- (b) That in case the excise duty is applicable and payable on the material and if rates quoted by the contractor/tenderer are inclusive of excise duty, the contractor / tenderer shall have to furnish necessary documentary proof to prove that the excise duty on the material has been paid by the contractor/tenderer. This has to be submitted alongwith invoice of the material (the percentage of excise duty applicable/payable on the material have to be indicated in the tender).

14) PACKING & FORWARDING

The Packing & Forwarding charges are to be borne by the contractor/tenderer. The mode of packing of the material should also be indicated by the contractor/tenderer while submitting the tender.

15) INSURANCE:

Whenever the rate accepted for free delivery of the material the contractor/tender shall be fully responsible for the breakages and/or damages and/or losses of the material during the transit. Transit insurance charges for the material shall be borne by the contractor/tender.

16) DELIVERY & DELIVERY SCHEDULE :

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

- (a) The Purchaser shall at the time of placing final purchase order give the delivery schedule indicating dates, quantity, type of material to be delivered. The contractor/tender shall be bound to effect the deliveries strictly according to dates and specifications and other instructions mentioned therein.

- (b) The Purchaser shall have right to make alternations / modifications in the delivery schedule. The contractor/tender shall have to mention in the tender time required for him/them to deliver the material from the date of placement of the purchase order.
- (c) That in case the contractor/tender is unable to supply the material according to the delivery schedule, the contractor/tender shall inform the purchaser about his/their inability to supply the material according to the delivery schedule and he shall give the intimation within a week's time from the date of (Relevant) Purchase Order.
- (d) That if the contractor/tenderer fails to deliver the material or any part thereof within the period fixed for such a delivery the purchaser may, without prejudice to the right of the purchaser, recover damages for breach of contract.
  - i) Recover from the contractor/tender as agreed liquidated damages a sum equivalent to 0.5% of the price of any material, which the contractor/tender 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.
  - ii) Purchase or authorise the purchase elsewhere without notice to the contractor/tender, the action and at the risk of the contractor/tender of the material not so delivered or others of a similar description (where material exactly complying with the particulars are not readily procurable in the opinion of the purchaser which shall be final) without canceling the contract in respect of the installments not yet due for delivery or,
  - iii) Canceling the contract or a portion thereof and if so desired, purchase or authorise the purchase of the material not so delivered or others of a similar description (where material exactly complying with particulars, are not readily procurable in the opinion of the purchaser which shall be final) at the risk and cost of the contractor.
- (e) The time for and the date of delivery of material stipulated to the delivery schedule shall be deemed to be the essence of the contract and delivery must be completed not later than the date (s) as specified in the delivery schedule, however, the purchaser shall have right to extend time and day for delivery of material.

17) PROGRESS REPORT:

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

18) WEIGHMENT / INSPECTION / SAMPLING :

- (a) Weighments or quantity assessment of material certified by purchaser's factory will be final irrespective of the quantities dispatched by contractor/tender.
- (b) Rejected quantities will not be considered.
- (c) Contract shall be declared fulfilled if the quantity delivered is 5% more or less than the quantity contracted. Purchaser allows such variation at its own discretion.
- (d) The goods shall be inspected at purchaser's option either at purchaser's factory or at contractor's / tender's factory before despatch.
- (e) M.I.Ltd, reserves the right to appoint an inspection Agency for preshipment during the pendency of a contract.
- (f) The inspection charges will have to be borne by contractor/tender.
- (g) Random samples will be drawn by MIL of the goods delivered at MIL factory in presence of contractor/tender or representative of supplier if remains present at the time of delivery at MIL factory. If contractor/tender intimate their wish to remain present while drawing/sealing of samples at MIL factory site, factory will wait in such case for 48 hours from the date/time of receipt of material, and will draw the samples thereafter. Samples

such drawn will be final. Samples drawn will be tested in MIL laboratory and the results will be communicated to the supplier within seven days from the date of receipt of material. In case of dispute regards to quality of the material, joint testing will be done in the presence of supplier's representative. Joint report will be accepted for all purpose. Supplier should send his representative for joint testing within seven days from the date of receipt of test report, otherwise MIL's report will be considered as acceptable to supplier.

**19) REJECTION OF SUPPLIES:**

- (a) The material supplied if not conforming to the specifications shall be rejected by M.I.Ltd., at their sole discretion. If any material is rejected by the M.I.Ltd., then at their sole discretion shall exercise any one or more than one of the following.
  - i) To allow the tenderer to replace it with material of right specifications without any further cost to M.I.Ltd., within specified time or :
  - ii) Buy the entire or part quantity of material rejected or any other material for similar purpose at the risk and cost of the tenderer without affecting tenderer's liability as regards supply of balance consignment due under the contract.
- (b) Consignment rejected as aforesaid, must be removed by the supplier within 15 days from the date of communication of rejection by MIL, against replacement of equal quantity, and such rejected material shall lie at the tenderer's risk and cost from the time of such rejection and if not removed within the aforementioned time, MIL shall have the right.
  - i) Either to return the rejected material on freight to pay basis, or,
  - ii) To dispose off such material at tenderer's risk and cost, or :
  - iii) To retain such portion of the proceeds as may be necessary to recover any loss or additional expenses incurred by MIL in connection with such sale or adjust the proceeds against ones from the supplier.
- (c) The rejected goods if not lifted by the supplier within 15 days from the date of intimation, shall incur storage charges of Rs.2/- per MT/per sq. ft. per day plus loading, unloading charges.
- (d) MIL shall be at liberty to dispose off or to destroy the rejected goods if not lifted within 15 days at risk and cost of tenderer.
- (e) If the supply is consistently of poor quality, the balance quantity of order will be cancelled and the tenderer may be debarred from the participation of any future tenders of MIL.
- (f) The rejected material if not replaced by tenderer within 15 days, MIL may at its sole discretion, can accept the material at the reduced rate or with quality cut which MIL feel suitable.

**20) PAYMENT:**

Unless otherwise agreed upon by the purchaser, 100% payment of the value of the material supplied by the contractor/tenderer in good condition and accepted by the purchaser shall be released by Maharashtra Insecticides Ltd., Akola within 30 days from the date of receipt of material at Factory. In case contractor/tenderer wants the payment by D.D. he should inform the same. In this case bank charges will be on account of contractor/tenderer.

**21) WITH-WHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED:**

Wherever any claim or claims for payment of sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to with-hold and also for a lien to retain a sum or sums in whole or any part from the Security Deposit, deposited by the contractor/tenderer and for the purpose aforesaid the purchaser shall be entitled to with-hold the said security deposit and also for a lien over the sum pending finalisation or adjudication of any such claim. In the event of the security deposit being insufficient to cover the claim amount or amounts or if no security has been taken from the contractor, purchaser shall be entitled to with-hold and have a lien to retain to the extent of such a claim amount or supra from any sum or amounts referred to be found payable or which at any time thereafter may before payable to the contractor under this contract or any other contract with the purchaser. It is an agreed term of the contract that the sum of money or monies so with-hold or retained 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 herein after and the contractor/tender will have no claim for interest or damages whatsoever or any action in respect of such with-holding or retention under the lien referred to supra and duly notified as such to the contractor for the purpose of this clause where the contractor is a partnership firm or limited company, the purchaser shall be entitled to with-hold and also have lien to retain toward such a claim amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be whether influence individual capacity or otherwise.

22) 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 place of performance or 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.

23) 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.

24) Executive Director/Officer may at any time by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events, that is to say :

- i) If the contractor/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 order of 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 payment or if the firm dissolved under the Partnership act, or :
- ii) If the contractor being a company is wound up voluntarily or by the order of a contractor or receiver, Liquidator or manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver, liquidator or manager or
- iii) If the contractor/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 & provided also the contractor shall be liable to pay the purchaser for any extra expenditure he has thereby put and the contractor shall under no circumstances be entitled to any gain on Mil purchase.

25) ARBITRATION:

- i) In the event of any question, dispute or difference arising under this condition or any subconditions of contract, or in connection with this contract the same shall be referred to the sole arbitration of executive Director. It will be no objection though the arbitrator is a government servant that he had dealt with matters to which the contract relates or that in the course of his duties as a government servant he has expressed his views and/or any of the matter any disputes or differences. The award of the arbitration shall be final and binding on the parties to this contract.
- ii) The arbitrator may from time to time with the consent of the parties to the contract enlarge the time for making the award. The contractor/tenderer & the purchaser have signed this contract indicating their acceptance to the terms & conditions mentioned hereinabove.

i) Contractor :

ii) Purchaser

(Seal & Signature)