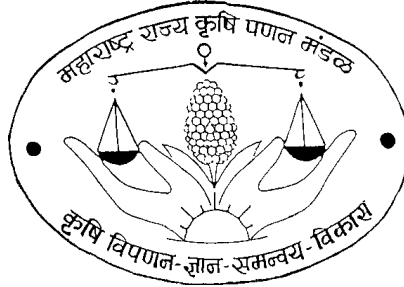


**MAHARASHTRA STATE AGRICULTURAL
MARKETING BOARD
PLOT NO. R-7, GULTEKADI, MARKET YARD, PUNE – 411 037**

**TENDER SPECIFICATION FOR SUPPLY OF DIGITAL
MOISTURE METER TO V.K.S.S. UNDER R.K.V.Y. SCHEME**



MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD

Plot No. R-7, Market Yard, Gultekadi, Pune – 411 037.

Tel. 020-2426 1190, 2426 8297

Fax-020-2427 2095

Email- msamb@vsnl.com

Web site- www.msamb.com



| | |
|-----------------------------|---|
| BID REFERENCE | MSAMB/RKVY/2009-10 |
| NAME OF WORK:- | SUPPLY OF DIGITAL MOISTURE METER |
| DATE OF ISSUE:- | 06-07-2009 TO 15-07-2009 |
| DATE OF ACCEPTANCE:- | 20-07-2009 UPTO 3.00 PM |

CONTENTS:

- 1. Technical BID at Appendix - A (Page No. 7)**
- 2. Commercial BID at Appendix - B (Page No. 8 to 11)**
- 3. General Terms & Conditions at Appendix - C (Page No. 12 to 20)**
- 4. Agreement Proforma at Appendix - D (Page No. 21)**
- 5. Statement Showing the Distribution of Digital Moisture Meter Appendix- E (Page No. 22)**

Name of Tenderer _____

Address

SEAL & SIGNATURE OF TENDERER

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Plot No. R-7, Market Yard, Gultekadi, Pune – 411 037.

Tel. 020-2426 1190, 2426 8297


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Tender Notice published in Daily Loksatta and Indian Express (All Editions) Dtd. 03/07/2009



**Maharashtra State Agricultural
Marketing Board, Pune**
Plot No. R-7, Market Yard, Gultekadi, Pune -411 037.
Ph : 020 - 24261190, 24268297, Fax 020 - 24272095

TENDER NOTICE

MSAMB invites Sealed Tenders from reputed manufacturers/ Suppliers/Companies for supply of Digital Moisture Meter (for grains) Approximately 800 nos.

Blank Tender Forms can be obtained from Pune office, only on all working days w.e.f. **06/07/2009 to 15/07/2009** on payment of Rs. 2000/- (Non Refundable) in cash/DD only. Last date for acceptance of tenders is 20/7/2009 up to 3.00 p.m. and if possible tenders will be opened on same day at 4.00 p.m. The Tender documents is also available on our website www.msamb.com. Those using the downloaded version, must submit a D.D. of Rs. 52000/- towards cost of tender & EMD drawn from any nationalized bank, in favour of MSAMB, Pune and submit it in the envelope no. i.e. 1 technical bid.

The rights to accept or reject any or all tenders without assigning any reason thereof are reserved by the MSAMB.

Managing Director

MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD

Plot No. R-7, Market Yard, Gultekadi, Pune-37.

DETAIL TENDER NOTICE Dtd. 03/07/2009

Tenders are invited by Managing Director, Maharashtra State Agricultural Marketing Board, Pune from reputed, experienced and registered bidders with the pre-qualifying requirements as under for the following works.

Name of Work :- Supply of Digital Moisture Meter

E.M.D. Rs.50,000/- Cost of tender form:- Rs.2000/-

Date of issue: From 06-07-2009 to 15-07-2009

Date of Submission: 20-07-2009 upto 3.00 PM

Date of opening : 20-07-2009 at 4.00 PM

PRE-QUALIFYING REQUIREMENTS

- a) Proof of Income Tax &/or Pan Card No.
 - b) Experience of similar type of works i.e. Manufacturers & Supplier of Digital Moisture Meter for last 3 years preferably to Government Department/Local bodies/Semi Government Departments / Autonomous Organization.
1. The tenderers should satisfy themselves before purchasing the tender that they meet above qualifying criteria.
 2. Tenderers not fulfilling the eligibility criteria and non submission of any documents by them in technical bid as specified in tender will be disqualified and commercial bid of disqualified tenderer will not be opened. Also if the sample submitted/perform Demonstration (DEMO) is found not as per specification, then also the tenderer will be disqualified.
 3. Blank Tender Documents will be issued after payment of non-refundable tender fee mentioned above. The fee will be accepted by D. D. or cash deposited in the office of the Maharashtra State Agricultural Marketing Board, Plot No. R-7, Market Yard, Gultekdi, Pune-411037 on all working days during the sale period.
 4. The Tender document is also available on our website www.msamb.com . Those using the downloaded version, must submit a D. D. of Rs. 52,000/- towards cost of tender & EMD drawn from any nationalized bank, in favour of MSAMB, Pune and submit it in envelop no 1 i. e. technical bid.

The right to reject any or all tenders without assigning any reasons whatsoever is reserved by the MSAMB.

MANAGING DIRECTOR



MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD
Plot No. R-7, Market Yard, Gultekadi, Pune-37.

“TENDER FOR SUPPLY OF DIGITAL MOISTURE METER”

Tender form issued on _____
to _____

Receipt No. _____

TENDERER’S DETAILS

1. **Full Name & Address :** _____
of the Tenderer/s
with Pin Code. _____

2. **Telegraphic Address :** _____
3. **Telephone /Mobile No. :** **Office** **Residence**
(with STD Code) _____ _____
_____ _____

To,
The Managing Director,
Maharashtra State Agricultural Marketing Board,
Plot No. R-7, Market Yard, Gultekadi,
PUNE – 411 037.

Dear Sir,

Pursuant to the tender notice inviting tender published by you on the _____ day of _____ I/we submit herewith tender for supply of Digital Moisture Meter (for grain) _____ (As per prescribed Appendix-B) to Maharashtra State Agricultural Marketing Board , Pune – 411 037.

2. I/we have thoroughly examined and understood the terms and conditions of the tender. I/we agree to abide by the terms and conditions mentioned therein.
3. I/we agree to keep this tender open for acceptance for a period up to 90 days with effect from the date fixed for opening the tender. I/we shall be bound by the communication of acceptance of this offer dispatched within the above mentioned time limit & if the last date of acceptance is declared holiday for the office/s of the MSAMB, the offer will remain open for acceptance till the next working day.

SIGNATURE OF TENDERER



Important : The tenderer must sign and affix rubber stamp and each and every page of this tender set.

4. I/we do hereby declare that the entries made in the tender are true and also that I/we shall be bound by the acts of my/our authorities representative/s duly authorised by me/us and of any other person who appointed by me/us to carry on my/our business whether any intimation of the same is given to the MSAMB or not,

5. Registration No. _____ Date _____
(if any, in case of Partnership Firm, Limited Company, Co. op. Society.)

6. Experience : (Name of Central and / or State Govt. Offices, Public Sector undertakings, Local Bodies, Railway Private Companies, etc. for which the material is supplied.)

| Sr. No. | Name & address |
|---------|----------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

7. Any other information tenderer wants to furnish.

8. The following documents are enclosed alongwith this tender duly filled in and signed.

1. Income Tax clearance certificate alongwith various documents as per Appendix 'A'.
2. Copy of terms and conditions of contract (each page duly signed by tenderer).
3. Offer of rates for supply of material i.e. Appendix-B duly filled & signed.

Yours faithfully,

(SIGNATURE OF TENDERER)

Name _____

Address _____

Place _____

Date _____

Name of Witness _____

Address _____

(Signature of witnesses with date)

Encl : As stated above.

Note : This tender dully filled in all respects & signed on each page alongwith the enclosures without detaching any page or pages should be send by hand delivery or Registered Post to the Managing Director, Maharashtra State Agricultural Marketing Board, Plot No. R-7, Market Yard, Gultekadi, Pune-411 037, in a properly sealed envelop superscribed on top as **“TENDER FOR SUPPLY OF DIGITAL MOISTURE METER”** so as to reach him **well within the prescribed time limit.**

SIGNATURE OF TENDERER



MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD
Plot No. R-7, Market Yard, Gultekadi, Pune-37.

APPENDIX - A

INSTRUCTIONS TO THE SUPPLIER

The contractor has to comply with the following requirements while submitting the tender in **two envelopes** marked thereon as Envelop No.1 & Envelop No.2 separately as under:

Envelope No.1 (TECHNICAL BID): should contained following documents

(To be submitted with E.M.D. in the form of D.D. to MSAMB before due date & time)

- (1) True copy of the latest renewal certificate of registration of Manufacturer/ Supplier.
- (2) The Demand Draft for the Earnest Money Deposit of **Rs.50,000/- (Rs. Fifty Thousand Only)** Drawn in favour of **Maharashtra State Agricultural Marketing Board**, payable at Pune on any nationalized or scheduled bank.
- (3) Experience: (Name of Central and / or State Govt. Offices, Public Sector undertakings, Local Bodies, Railway Private Companies, etc. for which the material is supplied.)
- (4) Copies of supply order of different organization with reference to supplies made by the tenderer.
- (5) Copies of registration of the Company of tenderer.
- (6) Copies of Agreement approved by Registrar for Partnership Firm.
- (7) Copies of Annual Accounts of the tenderer Co. indicating last 3 years Annual turnover.
- (8) Copy of PAN Card.
- (9) Forwarding letter invariably stating that the offer in envelope No.2 shall be unconditional. Any conditional offer in forwarding letter by any tenderer in envelope No.1 may be liable for rejection.
- (10) Delivery schedule of Digital Moisture Meter as per specification.

Yours faithfully,

(SEAL & SIGNATURE OF TENDERER)



MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD
Plot No. R-7, Market Yard, Gultekadi, Pune-37.

APPENDIX – B

Envelope No. 2 (COMMERCIAL BID):

- 1. Description** : Digital Moisture Meter
- 2. Specifications** :
- a) Moisture Meter shall generally confirm to IS:8824-Part-I 1978 with up-to date amendments.
 - b) Shall operate on both battery (Dry Cells preferably built in re-chargeable) and A. C. mains.
 - c) Shall be capable of determining moisture content of Food Grain, Pulses, Oil Seeds, Vegetable Seeds etc.
 - d) Measuring range shall be from 3.5 to 40% with digital display of direct moisture percentage of Food Grain, Pulses, Oil Seeds, Vegetable Seeds etc.
 - e) The instruments should have the provision to display the temperature and shall be so designed to perform satisfactorily from 0 to 50 degree Celsius continuously and at maximum humidity of 95%.
 - f) Calibration and range selection should be automatic.
 - g) Weight of the instrument without printer and wooden box shall not be more than 12 Kg.
 - h) The accuracy of the instrument shall be plus/ minus 0.2% moisture content and shall be standardized with approved methods.
 - i) Body of moisture meter shall be compact with good finish, portable and easy to handle.
 - j) The manufacturer shall provide all the necessary precautionary and operating instructions preferably on the meter casing along with necessary literature in Hindi, Marathi & English.
 - k) Provision should be provided for automatic temperature Compensation with PT – 100 temperature sensor.
 - l) Error conditions Under Range, Over Range etc.
 - m) 2x16 character alphanumeric LCD display, which display Moisture % and Temperature.
 - n) Standard and simplified Provision to check the calibration as and when desired as per 5.3 clause of IS 8824 Part-1.



- 3. Guarantee** : The instruments should be guaranteed up to their self life i.e minimum one year against the all manufacturing defects from actual date of supply.
- 4. Packing** : Each instrument shall be supplied with operational manual. The equipment should be securely packed in light wooden portable box for routing field work and for repacking to avoid any loss or damage in transit. The Moisture Meter shall also be provided with good quality rexin / plastic cover.
- 5. Marking** : On the Moisture meter fallsmine should be clearly and indelibly marked.
- a) Name of the Manufacturer or trade mark:
- b) Type of meter/ model no. :
- c) Accuracy class:
- d) Supply voltage :
- e) Country of Manufacturer :
- 6. Quantity:
Approximately
Required** 800 Numbers Digital Moisture meters
Quantity may increase or decrease and will be purchased upto 31st March 2010 in lot(s) of required quantity. This period may increase for next three months if required by MSAMB. The demand for quantity as required will be given by MSAMB from time to time.
- 7. Rate:**
- Price of Moisture meter– (For 800 Nos.)
@ Rs (In figure) _____
Rupees in word _____
inclusive of all taxes. The rates are FOR destination, by road transport on door delivery basis at destination point inclusive of road transport charges, transit insurance and all other incidental and handling expenses up to the point of delivery.
- The supplier has to arrange training for the employees of the MSAMB/Their Co-ordinator/ Staff of concern V.K.S.S. at each region and after properly understanding the procedure of operating of Digital Moisture Meter. Then same will be deliver to the respective employees who will take the Digital Moisture Meter from the concerned regional office/ Districts of Maharashtra.
- 8. Sales Tax &
Excise Duty** The price quoted above is inclusive of Central & State Sales Tax, Excise duty, Octroi charges and all other taxes levied or may be levied in the future without submission of Form 'C' & 'D' or

any other similar Form prescribed under any relevant Act in force and also cost of packing, handling & insurance charges.

9. Delivery:

The quantity as per letter(s) of MSAMB should be offered for inspection within 5 days of the date of order. The total period from date of order for dispatch of material should not exceed 30 days period.

Free door delivery by Road/Railway Transport upto our Regional offices of M.S.A.M.B. as shown in Appendix – E. All expenses up to the point of delivery including road/railway transport charges, transit insurance and all other incidentals and handling expenses up to the point of delivery shall be on account of the supplier.

Clear transport receipt shall be obtained from the transporter by supplier and send to the consignee immediately by Register Post A.D. under intimation to the MSAMB, Pune to enable consignor to clear the consignment without incurring any demurrage / wharfage. In case of any shortages/ breakage during the transit is noticed at the destination, the consignee shall demand shortage certificate from the transporters. It shall be forwarded to the supplier for necessary action. The entire responsibility shall be on supplier in respect of shortage / leakage/ pilferage / breakage in transit and the value of the same shall be recovered from the supplier.

**10. Earnest Money:
Deposit**

Rs.50,000/- will have deposited with MSAMB by D.D. payable at Pune on any nationalized Bank alongwith Tender form.

- a) Once tender is submitted, then same cannot be withdrawn otherwise E.M.D. will be forfeited.
- b) Wrong information / Misrepresentation / Misconduct will also lead to forfeiture of E.M.D.

11. Security Deposit:

Successful bidder shall submit 5% of value of Supply Order as Security Deposit by the way of Demand Draft drawn on any nationalized bank in favour of “Maharashtra State Agricultural Marketing Board” Which will be returned after guarantee period.

**12. Validity of:
Tender**

90 days for first work order. However supply has to be made at the same rate for the entire year from the date of Agreement.

13. Schedule of Supplies:

800 nos. Digital Moisture Meter shall be supplied at the Destinations i. e. upto our Regional offices of M.S.A.M.B. (Appendix E) in the state of Maharashtra. The List of destination alongwith quantity required therein will be supplied alongwith first work order and thereafter from time to time. The supply shall be subject to confirmation in pre dispatch Inspection & laboratory test report. Schedule of supply may change also as per requirement.



- 14. Period of Contract:** The rate contract period shall be for one year from the date of Agreement which shall be extendable for another 3 months.
- 15. Agreement:** The successful tenderer should execute an agreement in duplicate in enclosed proforma (Appendix – D) on non judicial stamp paper of appropriate value within 7 days from receipt of tender acceptance letter.
- 16. Sample of Digital: Moisture Meter** One sample piece of Digital Moisture Meter shall be submitted alongwith tender. The sticker on the sample piece shall indicate all details of supplier, date. etc.

(SIGNATURE OF THE TENDERER)

Dated :
Address:
Phone No.
Fax No.
E – Mail :

SEAL & SIGNATURE OF TENDERER



GENERAL TERMS & CONDITIONS OF CONTRACT

APPENDIX - C

Definitions and Interpretation:

- I. In the contract and the General and Special conditions governing it, unless the context otherwise requires:
- a) **“Acceptances of Tender”** means the letter/memorandum communication to the contractor the acceptance of his tender, and includes an advance acceptance of his tender telegraphically.
 - b) **“MSAMB”** means the Maharashtra State Agricultural Marketing Board, Pune, Plot No. R-7, Gultekdi, Market Yard, Pune-411 037.
 - c) **“Consignee”** means the Regional officer of MSAMB/ Co-ordinator/ V.K.S.S. of concern district of Maharashtra to whom the Digital Moisture Meter are required to be dispatched by road/ railway.
 - d) **“V. K. S. S.”** means Vividh Karyakari Sahakari Sanstha of various districts/ talukas of Maharashtra state.
 - e) **“Contract”** means the invitation to tender inclusive of instructions to tenders, and subject to such subsequent modifications if any, the rates quoted by the tenderer in the tender, acceptance of tender the general and special conditions, annexed to the Invitation of Tender and such other conditions, if any, may be mutually agreed upon in writing. No terms and conditions mentioned in the tender of the tenderer which is in consistent with invitation of the tender and general conditions of contract shall be deemed to be the part of the contract unless it is expressly agreed to by communications of the acceptance of the tenders.
 - f) **“Contractor”** means the person with whom the contract is made and included his heirs, executors, administrators successors and permitted assignees, as the case may be.
 - g) **“Inspecting Officer”** means officer(s) or their representative(s)/ co-ordinator(s) of Maharashtra State Agricultural Marketing Board authorised for the purpose of inspection of the Digital Moisture Meter or work under the contract.
 - h) **“Material”** means the goods (here Digital Moisture Meters) specified in the schedule which the contractor has agreed to supply under the contract.
 - i) **“Unit and Quantity”** means the unit and quantity specified in the schedule.
- II. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act. 1872, or the General Clause Act. 1897 as the case may be.
- (a) **Parties:** The parties to the contract are the contractor and Maharashtra State Agricultural Marketing Board having its Head Office at Plot No. R-7, Market Yard, Gultekadi, Pune - 411037.
 - b) **Address of the Contractor for notices and communications on behalf of the purchaser :**
For all purpose of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be the address to which all communications & notices are addressed to the contractor shall be considered to be duly served if the same shall have been delivered, left, or posted by registered post unless the contractor notifies a change by a separate letter sent by Registers post to the Managing Director, Maharashtra State Agricultural Marketing Board, Plot No. R-7, Market Yard, Gultekadi, Pune -411037.

III. Authority of the Managing Director or an officer acting on behalf of him.

For all purpose of the contract including arbitration, proceedings thereunder, the Managing Director of MSAMB or any other officer authorised to act on his behalf shall be entitled to exercise all the rights and powers of the purchaser.

SEAL & SIGNATURE OF TENDERER



IV. Responsibility of the Contractor for executing the contract.

1. Risk in the stores : The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores in the joint possession of the contractor, his agents or servants, a carrier at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination. The contractor shall be responsible for all cause(s) what-so-ever while the stores after approval by the Inspecting officer misdeliver loss, destruction, damage, deterioration of goods entrusted to such carrier by the contractor for transmission to the consignee and also responsible to make claim against the Railway administration or other carrier(s).

2. Consignee right of rejection : Notwithstanding any approval which the Inspecting officer of the MSAMB may have given in respect of the stores or any of the materials or other particular or the work or workmanship invited in the performance of the contract (Whether with or without any test carried out by the contractor or the Inspecting officer or under the direction the Inspecting Officer) it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part portions or consignment thereof within a reasonable time after actual delivery thereof to him at the place of destination specified in the schedule, if such stores or part portion or consignment thereof is not in all respects in conformity with the specifications whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise however.

Provision contained in the clause relating to the removal of stores rejected by inspecting officer shall mutatis mutandis apply to stores rejected by the consignee as here in provided.

3. Subletting and assignment: Save with the previous constant in writing of the MSAMB the contractor shall not in any manner sublet, transfer or assign the contract or any part thereof or interest therein whatsoever.

4. Assistance to the Contractor: The contractor shall be solely responsible to procure all the material required for the fulfillment of the contract.

V. Quotations of rates by contractor:

1. The price quoted by the contractor shall be reasonable and not be higher than the price usually charged by the contractor for stores of the same nature, class or description to the other purchaser.

2. If it is discovered that the contractor has contravened the above condition than without prejudice to any other action, which might be taken against him, the MSAMB shall have the right (1) to revise the price at any stage so as to bring it in conformity with the price charged to other purchasers and to pay for the stores already supplied and finally accepted at the rates so revised, (2) to terminate the contract in its entire or in part in case when the part of the stores has already been supplied and accepted and in that event the contractor will not be entitled to claim any compensation from the MSAMB for the contract or any part thereof so cancelled.

VI. Security Deposit:

(i) On acceptance of the tender, the contractor shall at the option of the MSAMB and within the period specified by it furnish such security deposit for due performance of the contract as by way of Demand Draft drawn in favour of Maharashtra State Agricultural Marketing Board, Pune on any Nationalised Bank payable at Pune.

(ii) If the contractor having been called upon by the MSAMB to furnish security fails to do so within the specified period, it shall be open to the MSAMB.

(a) to recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the MSAMB, or

SEAL & SIGNATURE OF TENDERER



(b) to cancel the contract and to forfeit the earnest money without prejudice to its further rights to purchase or authorize the purchase of the stores at the risk and cost of the contractor.

(iii) The security deposit shall carry no interest and no claim shall lie against the MSAMB in respect of interest under any circumstances.

(iv) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be open to the MSAMB to forfeit either in whole or in part, in its absolute description, security deposit furnished by the contractor or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses, or cost that may be suffered or incurred by the MSAMB. Save or

as aforesaid if the contractor duly performs and completes the contract in all respects and present an absolute 'No Demand Certificated' in the prescribed form the MSAMB shall refund the security deposit within the period of six months of the receipt of supplies at destinations in conformity with the specifications and other terms and conditions, after deducting all costs that the MSAMB have incurred.

(v) The decision of the MSAMB in respect of damages, losses, charges costs or expenses shall be final and binding on the contractor.

(vi) In the event of the security deposit being insufficient or if the security has been wholly forfeited the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the MSAMB. Should that sum also be not sufficient to cover the full amount recoverable the contractor shall pay to the MSAMB and demand the balance due.

(vii) Extension of time shall be granted only to such suppliers who have executed the agreement and furnished the requisite security deposit.

LAPSE OF SECURITY DEPOSIT

Security Deposits which are not claimed within three years from the date of last supply or date of completion of work in all respects of payment of balance amount of final bill, which is later, shall be treated as having irrecoverably loosed/become time barred.

VII. Specification etc.

The Digital Moisture Meters shall be of the best quality and shall conform to relevant BIS specifications, if any, in force at the time of placing of the order, and shall otherwise be in accordance with the particulars specified in the schedule as per any definition has been expressly specified in the acceptance of the tender.

VIII. Special condition of sale:

(i) **Guarantee :** The contractor hereby guarantees that the Digital Moisture Meters sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specification and particulars specified in the schedule enclosed hereto and the contractor hereby further guarantees that notwithstanding any inspection and approval of the purchaser (Inspector) of the said Digital Moisture Meter if during the guarantee period specified in Appendix-B schedule to tender the said Digital Moisture Meter be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser will be final and conclusive), the purchaser will be entitled to reject the said Digital Moisture Meter or such portion thereof as may be discovered not to conform to the said description and quality and on such rejection the Digital Moisture Meter will be at the contractor's risk and all the provision here in contained relating to rejection of goods etc., or such portion thereof as is

SEAL & SIGNATURE OF TENDERER



rejected by the purchaser shall apply and the contractors will pay to the purchaser such damages as may arise by reason of the breach of condition herein contained. Nothing herein contained shall prejudice any other rights of the purchaser in that behalf under this contract or otherwise in law.

(ii) For period as specified in clause. (i) from the date of delivery of the machine / equipment/chemical, the contractor shall be responsible for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship the machine / equipment/chemicals, but not otherwise and a reasonable time the purchaser may proceed to get the defects repaired at contractor's risk and expense but without prejudice to any other right which the purchaser may have against the contractor in respect of such defects.

If the replacements or renewal are of such a character/as may affect the efficiency of the machine/equipment/chemical the purchaser shall have the right to give to the contractor within one month from such replacement or renewal, notice in writing that tests and completion will be carried out and should such tests show the machine/equipment/chemical does not infringe the guarantees given in the contract the cost of the test shall be borne by the purchaser, otherwise the cost of the tests shall be borne by contractor.

(iii) **Service Facilities :** The contractor undertake to provide free servicing facilities at the centres where such facilities exist or depute duly authorised agents to render the same when called upon to do so in respect of machine / equipment for a period of twelve months from the date of supply.

The contractor also guarantees the availability of spare parts, components of the machine / equipment for a period of one year from the date of the supply and such parts / components shall be offered to Maharashtra State Agricultural Marketing Board who are the direct demanding party.

IX. Packing:

1. The contractor shall pack at his own cost the Digital Moisture Meters sufficiently and properly for transit by rail, road, so as to ensure they are being free from loss or damage physical or chemical on arrival at their destination.

2. Unless otherwise provided in the schedule all containers (including packing cases, boxes, tins, drums and wrappings) in which the Digital Moisture Meters are supplied by the contractor shall be considered as non-returnable and their cost as having been included in the contract prices.

3. Without prejudice to other rights under this contract or otherwise, the Inspecting officer, may reject the Digital Moisture Meters if the Digital Moisture Meters are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the Digital Moisture Meters by the Inspecting Officer shall be final and binding on the contractor.

4. Each consignment shall contain a packing note specifying the name and address of the contractor, number and date of the acceptance of tender or supply order and the designation of the purchase officer or office issuing the supply order the description of the Digital Moisture Meters and the quantity contained in such consignment.

SEAL & SIGNATURE OF TENDERER



X. Delivery

1. The contractor shall deliver the Digital Moisture Meters in accordance with the conditions of contract at the time and the place and in the manner specified in the schedule.

2. **Passing of Property :** Property in the Digital Moisture Meters shall not pass to the purchaser unless and until the Digital Moisture Meters have been delivered to the consignee as the case may be, in accordance with the condition of the contract. In case where local delivery or free delivery at the specified destination is stipulated, state the Lorry Receipt, consignment notice, or the bill of lading, Warehouse Certificate as the case may be, in accordance with the terms of the contract.

3. The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor.

4. **Facilities to the Inspecting Officer :** The contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer or such officer as may be nominated by the MSAMB for the purpose and assisting the progress of the deliveries under the contract.

5. The purchaser shall not be bound to apply for delivery but the contractor shall where the Digital Moisture Meters are ready for inspection and test, send a notice in writing, specifying the place where inspection is offered to the concerned officers of the MSAMB who shall on receipt of such notices notify to the contractor, the date and time when the Digital Moisture Meters would be inspected.

6. **Failure and Termination :** If the contractor fails to deliver the Digital Moisture Meters or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the MSAMB may without prejudice to the right of the purchaser to recover damages for breach of the contract may exercise either of following options.

(i) Recover from the contractor, such percentage not exceeding 10% of the price of any Digital Moisture Meters which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such Digital Moisture Meters may be in arrears where delivery thereof is accepted after expiry of the aforesaid periods or

(ii) Purchase or authorise the purchase elsewhere without notice to the contractor on the account at the risk of contractor, of the Digital Moisture Meters not so delivered or others of similar description (where Digital Moisture Meters exactly comply with particulars are in the opinion of the MSAMB, which shall be final not readily procurable) without the contract in respect of the installments not yet due for delivery or

(iii) Cancel the contract or a portion thereof and (i) purchase Digital Moisture Meters not so delivered or others of similar description (which Digital Moisture Meters exactly complying with particulars are not in the opinion of the MSAMB, which shall be final, readily procurable at the risk and cost of the contractor and where action is taken under sub-clause (ii) above and sub-clause (iii) the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase, or an agreement to purchase such is made in case of failure to deliver the Digital Moisture Meters within the period fixed for such delivery in such schedule. The contractor shall not be entitled to any gain on such purchase and the manner and

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method of such purchase shall be necessary for the purchaser to serve a notice of such purchase on the contractor and claim difference between the contract price and the price prevailing at the time of breach of the contract.

iv) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the MSAMB shall be entitled to recover such sum by appropriating the whole or in a part the security deposit deposited by the contractor.

In the event of security deposit being insufficient the balance shall become immediately recoverable from the contractor and till realisation of such amount from the contractor, the MSAMB shall have lien on all unpaid bills of the contractor whether relating to this or any other contract of the contractor with the MSAMB and also on security deposit and earnest money relating to other contract.

7. Notification of delivery: Notification of delivery or dispatch in regard to each and every installment shall be made to the purchase officer. The contractor shall further supply to the consignee, packing accounts quoting numbers of the acceptance of tender and or supply order and date of dispatch of the Digital Moisture Meters. The Lorry receipt of the consignment note shall be sent to the consignee by registered post immediately on the dispatch of the Digital Moisture Meters. The contractor shall bear and reimburse to the purchaser demurrage charges, if any, paid by reason of delay on the part of the contractor in forwarding the Railway Receipt or the consignment note as the case may be.

XI. Inspection and Rejection:

1. Facilities for Test and Examinations the contractor shall, at his own expense afford to the inspection officer all reasonable facilities as may be necessary for satisfying himself that the stores are being and/or have been manufactured in accordance with the specifications and / sample. The Inspecting Officer shall be full and free access at any time during the execution of the contract to the contractor's work for the purpose aforesaid, and he may required the contractor to make arrangements for inspection of the Digital Moisture Meters or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer.

The MSAMB may at its discretion, draw random samples in respect of the supplies made by the contractor and get them tested by any BIS/Government recognized laboratory. The entire cost of such test shall be borne and paid by the contractor to the MSAMB. If such analysis reveals that the material supplied is not in conformity with the specifications the supplier shall pay such compensation as may be decided by the Managing Director whose decision in the matter shall be final and binding.

2. Cost of Test : The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the contractor premises and the contractor shall bear and pay all costs attendant(s) thereto.

3. Delivery of Digital Moisture Meters of Test : The contractor shall also provide and deliver the Digital Moisture Meters required for test, free of charge at such place other than his premises as the Inspecting Officer may specify.

4. Method of Testing : The inspecting officer shall have right to adopt such manner and method of testing as he may think it proper and the contractor should not be entitled question such manner or method on any grounds whatsoever.

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5. Digital Moisture Meters Expanded in Test: If the test proves satisfactory and the Digital Moisture Meters or any installment thereof is accepted the quantity of the stores or materials expanded in test will be deemed to have been taken delivery of by the purchaser and be paid for as such, otherwise it shall at the cost of the contractor.

6. Inspecting officer : Final authority and to certify performance the Inspecting Officer shall have the power.

(i) before any Digital Moisture Meters or part thereof are submitted for inspection to certify that they cannot be accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.

(ii) to reject any Digital Moisture Meters as not being in accordance with the particulars.

(iii) to reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

(iv) to mark the rejected Digital Moisture Meters with a rejection mark so that they may be easily identified if resubmitted.

7. Consequence(s) of Rejection: If on rejection of any of Digital Moisture Meters by Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery the MSAMB shall be at liberty to:

(i) Allow the contractor to resubmit the Digital Moisture Meters in replacement of those rejected, within a specified time, the contractor bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account: or

(ii) Purchase the quantity of the Digital Moisture Meters rejected either of the same description or of similar description (When Digital Moisture Meters exactly complying with particulars are not in the opinion of the MSAMB which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

(iii) Cancel the contract and (a) purchase the Digital Moisture Meters of the same description complying with particulars at the risk and cost of the contractor or (b) claim difference between the contract price or the price prevailing at or about the time of purchase

8. Inspecting Officer's Decision as to Rejection Final The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

9. Notification of Result of Inspection : Unless otherwise provided in the specifications in the schedule, the examination of the Digital Moisture Meters will be made as soon as practicable after the same has been submitted for inspection and the result of the examination will be notified to the contractor.

10. Marking of Digital Moisture Meters : The contractor shall if so required at his own expenses mark or permit the Inspector to mark all the Digital Moisture Meters put up for inspection

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11. Removal of Rejections:

(a) Any Digital Moisture Meters submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor within fourteen days of the date of receipt of intimation of such rejection.

(b) Such rejected Digital Moisture Meters shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such Digital Moisture Meters are not removed by the contractor within the period afore mentioned, the Inspecting officer may either return the same to the contractor at his risk and cost by such mode of transport as the MSAMB, or inspecting officer may select, or dispose of such Digital Moisture Meters at the contractor's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period for which the rejected Digital Moisture Meters are not removed.

12. Inspection Notes:

On the Digital Moisture Meters being found acceptable by the Inspecting Officer he shall furnish the contractor with necessary copies of inspection Notes duly completed for being attached to the contractor's bill in support thereof.

XII. CLAUSE - RECOVERY OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the MSAMB shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit for the purpose aforesaid the MSAMB shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable to the contractor under the same contract or any other contract with the MSAMB pending finalisation or adjudication of any such claim.

XIII. Payments under the contracts :

1. Payment for the Digital Moisture Meters for each consignment thereof will be made to the supplier by the MSAMB, Pune subject to the recovery of liquidated/ transit damages, if any, on account of the deleted supply of Digital Moisture Meters on submission of the pre-receipted bill in accordance with the following procedure -

100% of the cost of the Digital Moisture Meters on each consignment thereof shall be paid on production of the following documents. Consignment less than 200 nos. Digital Moisture Meter will not be acceptable.

- a) Receipt of WHB-12 (Certificate regarding receipt of material by respective destination)
- b) Invoice of suppliers.
- c) Inspection Notes copy NO.1 duly signed by the Inspecting Officer.
- d) Certificate given by the supplier that the Digital Moisture Meters dispatched as per BIS standards & bears BIS Mark.
- e) Inspection Note copy No.4 duly signed by the consignee.

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XIV. Indemnity:

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the Digital Moisture Meters for infringement of any right protected by patent, registration of design or trade mark.

XV. Insolvency and Breach of contract:

The MSAMB 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, 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 for administration of his estate made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditors or suspend payment or if the firm be dissolved under the partnership act; or

(ii) If the contractor being company is wound up voluntarily or by the order of a court or a receiver liquidator or manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or manager or

(iii) If the contractor 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 otherwise be open to the purchaser.

XVI. Arbitration:

All disputes and differences arising out of or in any way touching or this agreement whatsoever (except as any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Managing Director or the person appointed by the Managing director, Maharashtra State Agricultural Marketing Board, Pune to solve the arbitration. There shall be no objection to any such appointment, that the person appointed is an employees of the MSAMB, that he had to deal with the matter to which the contract relates.

Provided further that any demand for arbitration in respect of any claim (s) of the contractors under the contract act shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the contractor shall be deemed to have been waived and absolutely barred and the MSAMB shall be discharged and release of liabilities under the contract.

It is further provided that the arbitrator may, from time to time with the consent or the parties, enlarge the time for making and publishing the award.

The Venue for arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

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APPENDIX - D**AGREEMENT**

The agreement made on this _____ day of 200 _____ between the Maharashtra State Agricultural Marketing Board, Plot No. R-7, Market Yard, Gultekadi, Pune - 411 037. established under Clause no. 39 (A) Maharashtra Agricultural Produce Marketing (Regulation & Development) Act, 1963 (herein-after called the MSAMB) and M/s. _____ partnership firm, consisting of partner, namely

(1) _____

(2) _____

a* company registered under the Indian Companies act/individual carrying a business in the name and style of M/s. _____ (herein after called the contractor) which term shall includes, unless repugnant to the context, his/heirs and legal representatives, executor/administrators and successors.

WHEREAS the MSAMB being in requirement of _____ has invited tenders for the supply of _____

WHEREAS the rate/rates submitted by the contractor in his/their/its letter dated _____ has been accepted by the MSAMB, vide the communication No. _____ dated _____

It is hereby witness:

The terms and conditions incorporated in tender notice no. _____ form legal part of this agreement and will be the sale repository of the terms and conditions governing the supply of _____ to be made by the contractor to the MSAMB, at the rates specified in the letter dated _____ of the MSAMB, and the said letter of the contractor is to be referred to only for the purpose of rates

In witnesses whereof the parties have their signatures on the date above written.

Witness

Suppliers Address

Signature

For and behalf of Maharashtra State Agricultural Marketing Board.
(Strike out whichever is no applicable)

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APPENDIX - E

**MAHARSHTRA STATE AGRICULTURAL MARKETING BOARD
PLOT NO. R-7, MARKET YARD, GULTEKADI, PUNE – 37**

APPENDIX - E

**STATEMENT SHOWING THE DESTINATION WHERE
DIGITAL MOISTURE METER TO BE DELIVERED**

| Sr. No. | Name of Regional Offices of M.S.A.M.B. | Digital Moisture Meter Required |
|---------|---|------------------------------------|
| 1. | Aurangabad | 60 |
| 2. | Latur | 46 |
| 3. | Nasik | 494 |
| 4. | Nagpur | 51 |
| 5. | Amravati | 144 |
| | TOTAL | 795 |

