



**MALATHION TECHNICAL HAVING NO FOUL OR DISAGREEABLE ODOUR**

1 **Specification: -**

Malathion Technical (S-, 2-di (Ortho-oxycarbonyl) ethyl O, O-dimethyl phosphorodithioate) shall conform to IS: 1832-1978 specifications with upto date amendments with minimum 95% Malathion content % by mass and shall have no foul or disagreeable odour.

2 **Additional/Requirements: -**

2.1 **Insecticides Act:**

In addition, the terms and conditions in the Rules framed in 1971 under the Insecticide Act of 1968 (46 or 1968) Govt. of India, with up to date amendments at the time of finalisation of the contract will also be applicable.

2.2 **Expiry Date:**

An expiry period of one year is required to be furnished for the material from the date of inspection. The material shall continue to meet all the requirements of the above specifications for a period of two years from the date of inspection.

2.3 **Packing and Marking on the packages: -**

**Packing: -**

The material shall be packed according to IS:1890 (Pt.II) 1980 specifications (Packing for liquid pesticides as per specifications No.IS:2552-1970 with upto date amendments for mild steel drums Grade B.I). The drums should be suitable lacquered to avoid decomposition of Malathion during storage. Net weight of the packed material is to be 250 kg.

**Marking on the drums: -**

The drums should be marked legibly and indelibly with print/stenciling with all the requirements given under clause 3.2 of IS:1832/1978 in addition to the provisions under the Insecticides Act such as date of manufacture, date of inspection, expiry date etc. The expiry date shall be prominently and clearly stenciled/printed.

**Batch Size:** - The batch size should be 1.0 M.T.

**Sampling/Inspection:** -

The inspection and testing will be conducted by R.O., NVBDCP Unit, Rasayani.

**Scale of Sampling:** - All the containers in single consignments of the material drawn from the same batch of manufacture shall constitute a lot. If a consignment is declared or is known to consist of different batches of manufacture, the containers belonging to the same batch shall be grouped together and each such group shall constitute a separate lot. Samples shall be tested for each lot for ascertaining the conformity of the material to the requirement of this specification. The number (n) of the containers to be chosen from the lot shall depend on the size of the lot (N) and shall be as given in table below: -

Lot Size	No. of containers to be chosen
N	n
1	1
2	2
3 to 15	3
16 to 40	4
41 to 65	5
66 to 110	7
Over 110	10

These containers shall be chosen at random from the lot and in order to ensure randomness of selection, the following procedure shall be adopted: -

Starting from any container in the lot, count them as 1,2,3 etc. upto r, in a systematic manner, where r is equal to the integral part of the value of N/n, N being the total number of containers in the lot and n, the number of containers to be chosen. Every r<sup>th</sup> container is obtained from the lot to give samples for test.

**Dispatch details:** -

M/s HIL will send the dispatch details of the stores to the consignees as well as to the Dte. Of NVBDCP, Delhi with details of the batch number, quantity against each batch dispatched, the inspection date and the date of expiry. A complete lot is to be dispatched to the consignee and the serial number of the

drums must be on running order. In case the quantity to be dispatched is less or more than the multiple of the batch size, then, the numbering of the individual drums of the dispatched material, which makes a part of a batch, shall be in serial running order.

**Guarantee/Warranty: -**

The Contractor/Seller hereby declares that the goods/stores sold to the buyer under this contract shall be of the best quality in material and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in this Annexure "A" thereof the contractor/seller hereby guarantees that the said goods/stores would continue to conform to the description and quality aforesaid for a period of Twenty Four months from the date of inspection of said goods/stores to the purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said goods/stores, if during the aforesaid period of twenty four months the said goods/stores are discovered not to conform to the description and quality aforesaid or have deteriorated (the decision of the purchaser in that behalf will be final and conclusive), the purchaser will be entitled to reject the said stores/goods or such portion thereof as may be discovered not to the said description and quality. On such rejection, the goods/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall if so called upon, replace at his own cost, including the transportation and handling charges within a period of one month or such further period as may be extended from time to time by the purchaser at his discretion on a application made thereof by the contractor/seller, the goods/stores or such portion thereof as is rejected by the purchaser and in such a event the above mentioned warranty period shall apply to the goods/stores replaced from the date of the replacement thereof. Otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the conditions contained herein failing replacement, the supplier will be bound to refund the cost of the material including transportation and handling charges. If the payment is not made within 30 days period, the supplier will be liable to pay interest at the prevailing bank lending rate counting from the expiry of above 30 days period, until the refund is made. In case, part of the batch found substandard is consumed, the supplier will be bound to refund the cost of the batch as a whole including transport and handling charges



within 30 days of the complaint; otherwise interest at the current bank landing rate will be charged for delayed payments. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

**Complaint regarding substandard material and its replacement: -**

Any complaint by NVBDCP/NVBDCP Consignees within the expiry period in respect of material supplied by M/s HIL is to be made to M/s HIL and the Insecticides Board constituted under the Insecticides Act to take necessary action against M/s HIL. The inspection and testing of the disputed lots, if any, lying with the consignees (with the expiry period) shall be done by NVBDCP in the presence of the representative of M/s HIL and the results will be binding of M/s HIL. It will be the responsibility of M/s HIL to satisfy the Government regarding any deviations as mentioned in the Insecticides Act including the specifications, additional requirements and guaranteed expiry date etc. In case any material is found substandard within the expiry period M/s HIL shall be responsible to replace the failed lots at their own cost including handling and transport charges within 30 days of the receipt of the above binding test results. Failing replacement, M/s HIL will be responsible to refund the cost of the material including transportation and handling charges. If the payment is not made within the above period of 30 days, M/s HIL will be liable to pay interest at the prevailing bank landing rate, counting from the expiry of 30 days until the refund is made. In case part of the batch found substandard is consumed, the supplier will be borne to refund the cost of the material consumed also including transport and handling charges within 30 days of the complaint, otherwise interest at the current bank landing rate will be charged along with the refund for delayed payments.

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