



M P AGRO

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
PANCHANAN, 3rd FLOOR, MALVIYA NAGAR, BHOPAL
PHONE - 0755-2551652, 2551756, 2761392 FAX 0755-2557305,
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ONLINE TENDER DOCUMENT

**FOR SUPPLY, INSTALLATION &
COMMISSIONING OF SEED PROCESSING
PLANT (CAPACITY - 1 TPH)
ON TUNRKEY BASIS
FOR THE YEAR 2020-21**

DUE ON 23.11.2020

TENDER DOCUMENT FEES

Rs. 4000 + 720 (18%GST) = 4720

(Four Thousand Seven Hundred Twenty Only) Shall be paid online.



**THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT
CORPORATION LIMITED**

"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL

Phone (0755) - 2551652, 2551756, 2551807, Fax: 0755-2557305

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HO : MKTG/SEED GRADER/2020/

Dated: 24.10.2020

E - TENDER NOTICE

Online TENDER are invited for SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21.

Manufacturer of these items may participate in the TENDER on the basis of Eligibility Criteria mentioned in the documents.

TENDER documents can be purchased by paying TENDER fee Rs. 4000 + 720 (18% GST) = 4720 (Four Thousand Seven Hundred Twenty Only) each online upto 23.11.2020 (2.00 PM). Quantities of seed processing plant (1 TPH) and EMD details are given below :-

S.N.	NAME OF ITEM	TOTAL QNTY.	EMD (Rs.)	Last Date to Submit
01.	SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS	40	5.00 LAKHS	23.11.2020

The detailed TENDER and other information can be seen at Corporation's website www.mpagro.org and www.mptender.gov.in. Amendments, if any, will be published only on above websites. No further notification will be made in the newspapers.

DY. GENERAL MANAGER (MKTG)



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DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

A. DISCLAIMER:

1. The information contained in this TENDER Document has been prepared solely for the purpose of providing information to the interested parties, and is not in any way binding on MP AGRO.
2. By accessing this TENDER Document, Prospective Bidder agrees that MP AGRO will not be liable for any direct or indirect loss arising from the use of the information and the material contained in this TENDER Document.
3. Prospective Bidder's access to it does not imply a license to reproduce and / or distribute information contained therein and Bidder not allowed to any such act without the prior approval of MP AGRO.
4. In case any Prospective Bidder finds any discrepancy or omission in the any part of the TENDER Document/or he has any doubt to their meaning, he should notify the MP AGRO minimum 5 days prior to TENDER opening date. MP AGRO may clarify and send instruction to all bidders for correction through portal / Website, if necessary. It however, does not entitle the bidder to seek any extension of TENDER opening date.
5. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the TENDER and All bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. The submission of the TENDER will be deemed to imply that the Bidder fully understands the scope of work involved and has read and understood all conditions of the TENDER document and his liabilities and responsibilities in respect of the TENDER.
7. Information received against any discrepancy (up to due date and time as mentioned above) will be examined and, if any amendments required same will be uploaded as Corrigendum with TENDER document. If no amendments are required the Bidder will have no right to raise objection.
8. The Corporation reserves the right to reject any or all of the TENDER submitted in response to this TENDER at any stage without assigning any reasons whatsoever.
9. The Corporation reserves the right to change any or all of the provisions of this TENDER. Such changes would be intimated to prospective bidders on portal.

B. ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

01. The Corporation/MP AGRO means M.P. State Agro Industries Development Corporation Ltd.
02. Beneficiary/Consignee means The person/department who wish to purchase the items through this Corporation.
03. Application forms/the document means Application forms and all other relevant annexure/documents
04. Applicant/Bidder means The Manufacturer who submits TENDER for supply and installation of Items as per document.
05. EMD means Earnest Money Deposit
06. Managing Director means Managing Director of MP State Agro Industries Development Corporation Ltd Bhopal.
07. TENDER means - Tender Document and subsequent process.
08. DAE means - Director of Agriculture Engg., MP Bhopal.
DOH means - Director of Horticulture, Govt. of MP
09. "Tender" means and includes the invitation to TENDER, instructions to Bidder, TENDER, acceptance of TENDER, Conditions to Tender, particulars and the other conditions specified in the acceptance of TENDER and includes repeated orders which have been accepted or acted upon by the/ for the Supplier and a formal agreement, if executed;
10. The "Suppliers" means the person, firm or company of Cooperative societies/firm with whom the order for the supply is placed and shall be deemed to include the suppliers' successors (approved by MP AGRO) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the tender;
11. "The Inspecting Agency" means the person specified in the tender for the purpose of Inspection of materials (Seed Processing Plant & its equipment) or services under the tender and it is an Agency authorized by MP AGRO and/or Director of Horticulture or DAE.
12. "The Purchaser" means the MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED, (MP AGRO).
13. "Materials" means the goods specified in the tender which the Supplier has agreed to supply under the tender;
14. "Test" means such test as is prescribed by the particulars or considered necessary by the MP AGRO/Director of Horticulture performed or made by the inspecting agency acting under an order issued by MP AGRO/Director of Horticulture/DAE/ Cooperative societies/firm.
15. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Tender Act, 1872 (as amended), as the case may be.

16. Tender shall be governed by the Laws of India for time being in force.
17. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
18. 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 tender.
19. A person signing the TENDER or any other document in respect of the Tender on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, MP AGRO may, without prejudice to any other right or remedy of MP AGRO, cancel the tender and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to MP AGRO for all costs and damages arising from the cancellation of the tender including any loss which MP AGRO may sustain on account of such purchase.
20. For all purposes of the tender, including arbitration there under, the address of the Supplier mentioned in the TENDER shall be address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to MP AGRO. The Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.



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TITLE, TIME SCHEDULE, TENDER FEE, EMD & PREBID MEETING

(A) TITLE:

SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21.

(B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of TENDER	upto 12.00 PM	23.11.2020
Prebid Meeting	at 12.30 PM	10.11.2020
Last date of submission	upto 02.00 PM	23.11.2020
Opening of technical bid	upto 03.00 PM	24.11.2020
Financial Bid of the successful bidders will be opened on the date decided by corporation which will be intimated to bidders & published on website in due course of time.		

Each stage will take place on the date and time mentioned against them. However if the date and time is changed/ postponed information in this regard will be published on corporation website www.mptender.gov.in

(C) TENDER FEE & EMD:

The TENDER invited under e-TENDER system and bidding process will have following steps:-

TENDER FEE	Rs. 4000 + 720 (18%GST) = 4720 (Four Thousand Seven Hundred Twenty Only) Shall be paid online. (Non Refundable)	
EMD (Shall be paid online)	SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21.	Rs. 5.00 LAKHS
<u>NO EXEMPTION IS APPLICABLE FOR TENDER DOCUMENT FEE AND EMD</u>		

Note : If TENDER is cancelled or TENDER of any Bidder is rejected. EMD amount so deposited will be refunded online. No interest shall be paid on EMD amount.

(D) PREBID MEETING :

Pre bid meeting is scheduled on **10.11.2020** at MP Agro Head Office. All prospective bidders are invited and suggestion, if any, may be made available to MP Agro. Suggestion etc given in the pre bid meeting will be given due thought may be considered on merit. MP Agro decision in this regard shall be final.



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ELIGIBILITY OF BIDDER, QUANTITIES & TECHNICAL SPECIFICATIONS OF ITEM

ELIGIBILITY CRITERIA

ELIGIBILITY		DOCUMENT TO BE UPLOADED
1.	Bidder must be original equipment manufacturer. The entity may be a company registered under the Companies Act, 1956, or a Partnership Firm registered under Partnership Act, 1932 or co-operative firm registered under Co-operative Act, a Joint Venture firm or a proprietary firm.	Certificate of incorporation in case of company, partnership firm & co-operative society and joint venture deed in case of joint venture self declaration in case of proprietary firm.
2.	The total net turnover of the manufacturer for the last consecutive three (3) financial years (2017-18, 2018-19 & 2019-20) should not be less than 12 crores. Turnover of seed/grain/related product processing shall only be considered.	A Certificate from C.A. to this effect. Showing turnover of seed processing plants year wise for three years. (Turnover for only one company shall be considered)
3.	Bidder must produce performance satisfactory certificate from various buyers for minimum 10 seed processing plants/machines (1 TPH & above) supplied during last three financial year.	Summary of the plants supplied shall be uploaded & all performance satisfactory certificates shall be submitted in hard copies. (Supply of only one company shall be considered)
4.	Bidder should have feasibility report from agencies authorized by quantity council of India. Or state industries department showing capacity (no of Plants) of bidder to manufacturer machines/plants in a year.	Copy of the feasibility report.
5.	Plant Proposed to be supplied by bidder must be tested by any of the following institutions approved by GOI for this purpose - I. Central Institute of Agriculture Engineering (CIAE), Nabibag Bhopal(MP) II. Central Institute of Post-Harvest Engineering and Technology (CIPHET), Ludhiana (Punjab) III. State level farm Machinery Training and Testing center, Bhubaneswar(Odisha) IV. Farm Machinery testing Center, ICAR-CIAE Regional center, Coimbatore (TN)	Copy of satisfactory test report issued by approved Institute. or Such bidders who have submitted their proposed Machinery with the GOI approved Institutes for testing may participate in this tender. Copy of valid Acknowledgement issued by the approved Institute must be submitted. The current status of testing should also be indicated. In any case the final test report should be submitted to M.P. Agro within 15 days from the date of opening of financial Bid, failing to which the supplier will be debarred from tendering process.

ELIGIBILITY		DOCUMENT TO BE UPLOADED
6.	Bidder must have valid GST Registration.	Copy of the GST Registration.
7.	Bidder must have valid PAN Registration.	Copy of the PAN Registration.
8	The Bidder should submit affidavit which may prove that bidder is not blacklisted/Debarred by any Institute/Authority.	Undertaking to be obtained
9	Detailed specification and drawing/design of the plant/component machineries along with FLOW CHART of complete plant should be attached with the tender.	Self-attested copies be attached.
10	The firm should have in house CNC facilities for metal works such as Bending, shearing etc.	Conformation to this should be given on company's letter head.
11	Tendered should give guaranty for availability of spare parts for a period of minimum five years from the date of delivery.	Conformation to this should be given on company's letter head.
12	Liability of supplier under Warranty/guarantee clauses should be indicated.	Conformation to this should be given on company's letter head.
13	Appropriate tool kit should be supplied with the unit.	This will be included in the tender condition. Items included should be disclosed with numbers.
14	Manufacturer's market price list (MRP) should be attached with the bids.	Hard copies shall be submitted by Bidder.

MINIMUM QUALITY STANDARD FOR OUTPUT & MAIN COMPONENTS FOR MACHINES (1 TPH)

A. MINIMUM QUALITY STANDARD FOR OUTPUT

1. Output should be foreign material/metal particle free
2. Output should be dust free
3. Machine should be appropriately designed to produced output as "Processed seed should not have seed of the size lower than the bottom screen used beyond 5.0% (by weight)".
4. Output should be based on the basis of top and bottom screen size suggested in **Indian Minimum Seed Certification Standards manual by "The Central Seed Certification Board Department of Agriculture & co-operation"**

B. MAIN COMPONENTS OF PLANT

1. Dump Hopper:- 01 no
2. V.B. ELEVATOR to feed Seed Grader :- 01 no
3. SURGE BIN on seed grader: – 01 no
4. Seed Grader with all accessories and five set of additional screen: – 01 no
5. V.B. Elevator to feed indented cylinder (IC) grader with bye-pass arrangement to seed gravity separator: – 01 no
6. SURGE BIN on IC grader/ SG grader: – 01 no
7. Indented Cylinder (IC) grader: – 01 no
8. Specific Gravity (SG) Separator : – 01 no
 - (a) V.B. ELEVATOR to feed Seed Gravity Separator : – 01 no
 - (b) SURGE BIN on SG Grader: – 01 no
 - (c) Gravity Separator : – 01 no
 - (d) Additional Deck for Specific Gravity Separator : – 01 no
9. Electronic Panel
10. Painting of exterior parts.

(Detailed Technical specifications & scope of work given at page 11, 12, 13 & 14)

MINIMUM TECHNICAL SPECIFICATION (1 TPH)

Detailed specifications

- 1. Dump Hopper:- 01 no**
 - i. 200 kg HOPPER Capacity (based on Wheat)
 - ii. The hopper is required to collect the grains at floor level

- 2. V.B. ELEVATOR to feed Seed Grader :- 01 no**
 - i. Capacity 1.5 TPH (on wheat)
 - ii. Suitable height with geared motor
 - iii. All GI fabricated sheet metal components.
 - iv. Head casing, boot casing and leg casing of GI Sheet should have a minimum thickness of 2.0 mm, 3.0 mm and 1.5mm respectively. Spouting and discharge valve should be more than 1.5mm thick. Complete with suitable geared motor starter and switch, service platform, ladder, one length of spouting, 'Y' section and all standard features
 - v. Endless belt built with NN canvas carcass, wing type boot pulley, Head pulley with rubberized crowned, feeding hopper size of matching capacity. Buckets should be made of HDPE and spacers should be provided between belt and buckets to avoid seed damage. Belt speed should not exceed 40-80 m/min.

- 3. SURGE BIN on seed grader: – 01 no**
 - i. Capacity- 500 Kg on wheat basis
 - ii. Function – For uniform feeding to seed grading Machines. The surge bins of suitable dimensions to accommodate 500 Kg Wheat grains will be provided and installed.
 - iii. Construction: Mild Steel sheet thickness 2 mm hopper bottom and 2.0 mm side Legs Pipe/angular construction with foundation plate.
 - iv. Seeds/grains level viewing: Through transparent and unbreakable PU/acrylic sheet windows.

- 4. Seed Grader with all accessories and five set of additional screen: – 01 no**
 - i. Capacity: 1 TPH based on wheat at 12% moisture content and 10% impurities.
 - ii. The machine should have capability for efficient cleaning of various crop seeds such as wheat, paddy, pearl millet, maize, sunflower, soybean, gram, pulses, vegetable seeds, oilseeds, fodder crop seeds etc. Grading has to be carried out for 2 grades (excluding oversize and under size impurities).
 - iii. Feeding hopper is to be provided with a feed control gate to regulate the feeding rate.
 - iv. Air aspirators with fan speed starting from 3000 cfm with step less variable air control arrangement for removal of lighter impurities like dust, chaff, husk, diseased grains, small weed seed etc.
 - v. Self-cleaning type Air chamber.
 - vi. All screens are interchangeable with adjustable inclination.
 - vii. Total overall screen area should be not Less than 3 m².

- viii. Total HP should not be more than 5.0 HP (3.7 kW).
- ix. Electric Drive: Electric motor of 5 HP of reputed make with suitable starter and switch for operation on A.C. Supply
- x. Machine should have 3 screens, arranged in 3 layers.
- xi. Grader should have gravity feeding system fed with the help of bucket elevator as mentioned item No. 1 above.
- xii. Sieve deck is made of insect and moisture resistant material with suitable mechanism for perforation cleaning of the screens
- xiii. All moving parts should be covered with safety guards and the machine should be totally closed with side panels.
- xiv. Complete with electric motor, cyclonic dust collector, requisite numbers of ducting, fitted with one set of screens and all other standard features.
- xv. All screens to be made of at least 0.8 mm CRC perforated sheet and suitably inclined. The screens should be free from curvature and burrs.
- xvi. Spouts delivering the rejects should be located on a side different from the clean material spout.
- xvii. Four sets of additional screens (other than one already fitted in the machine) suitable for other crops, as per choice of users.

5. V.B. Elevator to feed indented cylinder (IC) grader with bye-pass arrangement to feed gravity separator: – 01 no

- i. Capacity 1 TPH (on wheat)
- ii. Suitable height with geared motor
- iii. All GI fabricated sheet metal components.
- iv. Head casing, boot casing and leg casing of GI Sheet should have a minimum thickness of 2.0 mm, 3.0 mm and 1.5mm respectively. Spouting and discharge valve should be more than 1.5mm thick. Complete with suitable geared motor starter and switch, service platform, ladder, one length of spouting, 'Y' section and all standard features.
- v. Endless belt built with NN canvas carcass, wing type boot pulley, Head pulley with rubberized crowned, feeding hopper size of matching capacity. Buckets should be made of HDPE and spacers should be provided between belt and buckets to avoid seed damage. Belt speed should not exceed 40-80 m/min.

6. SURGE BIN on IC grader/ SG grader: – 01 no

- i. Capacity- 200 Kg on wheat basis
- ii. Function – For uniform feeding to IC grader/ SG grader. The surge bins of suitable dimensions to accommodate 200 Kg Wheat grains will be provided and installed.
- iii. Construction: Mild Steel sheet thickness 2 mm hopper bottom and 2.0 mm side Legs Pipe/angular construction with foundation plate.
- iv. Seeds/grains level viewing: Through transparent and unbreakable PU/acrylic sheet windows.
- v. Provision for feeding either to IC grader or SG grader.

7. Indented Cylinder (IC) grader: – 01 no

- i. Cap. 1 TPH (capacity is at 2 per cent impurity)
- ii. It should be provided with direct feeding from seed grader with independent drive with motorized by passes arrangement.
- iii. Suitable for separating short kernels from long, broken or cut kernels from whole kernels & also round seeds from oblong ones.
- iv. All steel construction with compact and sturdy channel structure. Auger is provided for discharging cut/broken grains, interchangeable type indent segment. Sheet thickness of the cylinder can vary between 12- 14 gauge.
- v. Machine shall have TWO variable speed cylinders with an L:D ratio between 3 and 4. Complete with electric motor (2 hp, 3 phase), factory fitted segment for wheat, motorized bypass arrangement to bypass the indented cylinder when short grain separation is not required.

8. Specific Gravity (SG) Separator : – 01 no

a. V.B. ELEVATOR to feed Seed Gravity Separator : – 01 no

- i. Cap. 1 TPH
- ii. All GI fabricated Sheet metal components.
- iii. Head casing, boot casing and leg casing should be made of 2.0 mm, 3.0 mm and 1.6 mm GI Sheet respectively, spouting and discharge valve should be made of 1.6 mm sheet. Complete with suitable geared motor starter and switch, service platform, ladder, one length of spouting, 'Y' section and all standard features.
- iv. Belt shall be NN type, Boot pulley should be wing type, Head pulley should be rubberized crowned. Feeding hopper should be at least of matching capacity. Buckets should be made of HDPE and spacers should be provided between belt and buckets to avoid seed damage. Belt speed should not exceed 1m/sec.

b. SURGE BIN on SG Grader: – 01 no

- i. Capacity- 200 Kg on wheat basis
- ii. Function – For uniform feeding to Pre-cleaner Machines. The surge bins of suitable dimensions to accommodate 200 Kg Wheat grains will be provided and installed.
- iii. Construction: Mild Steel sheet thickness 2 mm hopper bottom and 2.0 mm side Legs Pipe/angular construction with foundation plate.
- iv. Seeds/grains level viewing: Through transparent and unbreakable PU/acrylic sheet windows.

c. Gravity Separator : – 01 no

- i. Capacity: 1 TPH based on wheat and depending upon the grading quality to be achieved.
- ii. It should be meant for removing impurities on specific density principle, grains same in size but different in weight shall be separated. Minimum three grades must be obtained. Suitable for all types of grains, seeds and granular products.

- iii. The machine should have compact and sturdy steel channel frame with high quality wooden/ metal rectangular deck mounted on metal bushings, minimum deck size should be 2 m², dynamically balanced fans (at least 4 Nos.) with individual adjustable air control with analog metering device, variable oscillation speed of deck should be controlled with variable frequency drive, machine should have the facility of variable lengthwise & sidewise inclination of deck with regulated feeding with big hopper, built in air filters.
- iv. The machine should be supplied with MS foundation frame.
- v. The machine should have spouting for a provision of mixing Grade A and B if required.
- vi. The machine should be supplied with individual drives for deck & fan.
- vii. Complete with electric motors for fan, Deck and common spouting total HP should not to exceed 10 HP, starter, switch & other standard features.

d. Additional Deck for Specific Gravity Separator : – 01 no

Rectangular wooden/ metal deck fitted with CRC perforated screen, suitable wire mesh for coarse/fine/super fine, supporting for Specific Gravity Separator.

9. Electronic Panel

White Powder coated control panel manufactured with CRCA sheet, Control Panel is having following Features:

- MCB of suitable rating with short circuit protection
- Controller which displays voltage, current, KW, PF, Frequency, KWh.
- Indicating lamps for “Load On” and “Set Running”
- Current transformers of suitable ratings
- Copper Cables of suitable capacity with incoming and outgoing terminations
- Control fuses duly wired and ferruled

10. All machines should be painted suitably or powder coated from exterior with an even layer of paint over appropriate primer paint.

11. SCOPE OF WORK: The scope of work shall also include the following.

1. Supply and transportation of all required material, components, device, subsystems and equipment to the site and arrangement of safekeeping and storing them at site.
2. All arrangement at site, required tools, labor work, engagement of labor, etc all other required civil work for successful installation and implementation of project on turnkey basis.
3. Supply installation of all essential sign boards, markers etc and all essential; and required documents and manuals clearly explaining the operation and maintenance and trouble shooting of various components of the system.
4. Imparting necessary training during installation/commissioning and after commissioning of the plant to the technicians/users.



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MANDATORY DOCUMENTS TO BE UPLOADED & TO BE SUBMITTED IN HARD COPIES

(A) MANDATORY DOCUMENTS TO BE UPLOADED:

01. TENDER documents duly signed on each page with office seal affixed. (Page 1 to 36)
02. Certificate of incorporation in case of company, partnership firm & co-operative society & self declaration in case of proprietary firm. (as per eligibility Para no. 1)
03. A Certificate from C.A. to this effect. showing turnover of seed processing plants year wise for three years. (as per eligibility Para no. 2 & **ANNEXURE - XII**)
04. Summery of the plants supplied shall be uploaded & all performance satisfactory certificate shall be submitted in hard copies. (as per eligibility Para no. 3 & following format)

S.N.	NUMBER OF PLANT	CAPACITY	YEAR	NAME OF BUYER

05. Copy of the feasibility report. (as per eligibility Para no. 4)
06. Copy of satisfactory test report issued by approved Institute.

or

Such bidders who have submitted their proposed Machinery with the GOI approved Institutes for testing may participate in this tender. Copy of valid Acknowledgement issued by the approved Institute must be submitted. The current status of testing should also be indicated. In any case the final test report should be submitted to M.P. Agro before placement of order for supplies, failing to which the supplier will be debarred from tendering process. (as per eligibility Para no. 5)

07. Copy of the GST Registration. (as per eligibility Para no. 6)
08. Copy of the PAN Registration. (as per eligibility Para no. 7)
09. Application form duly filled as par **Annexure - VI**

:: 02 ::

10. Valid proof of authority to signing the document.
11. Undertaking from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date. (on Bidder's Letter Head) **Annexure - X**
12. Letter of Undertaking & Declaration **Annexure - VIII**
13. Detailed specification and drawing/design of the plant/component machineries along with FLOW CHART of complete plant should be attached with the tender. (Self-attested copies be attached)
14. The firm should have in house CNC facilities for metal works such as Bending; shearing etc. (Conformation to this should be given on company's letter head)
15. Bidder should give guaranty for availability of spare parts for a period of minimum five years from the date of delivery. (Conformation to this should be given on company's letter head)
16. Liability of supplier under Warranty/guarantee clauses should be indicated. (Conformation to this should be given on company's letter head)
17. Appropriate tool kit should be supplied with the unit. (This will be included in the tender condition. Items included should be disclosed with numbers)
18. Manufacturer's market price list (MRP) should be attached with the bids. (Hard copies shall be submitted by Bidder)
19. Financial Bid as per schedule **Annexure - IX**

(B) TO BE SUBMITTED IN HARD COPIES:

01. TENDER documents duly signed on each page with office seal affixed. (Page 1 to 36)
02. Certificate of incorporation in case of company, partnership firm & co-operative society & self declaration in case of proprietary firm. (as per eligibility Para no. 1)
03. A Certificate from C.A. to this effect. showing turnover of seed processing plants year wise for three years. (as per eligibility Para no. 2 & **ANNEXURE - XII**)
04. Summery of the plants supplied shall be uploaded & all performance satisfactory certificate shall be submitted in hard copies. (as per eligibility Para no. 3 & following format)

S.N.	NUMBER OF PLANT	CAPACITY	YEAR	NAME OF BUYER

05. Copy of the feasibility report. (as per eligibility Para no. 4)
06. Copy of satisfactory test report issued by approved Institute.

or

Such bidders who have submitted their proposed Machinery with the GOI approved Institutes for testing may participate in this tender. Copy of valid Acknowledgement issued by the approved Institute must be submitted. The current status of testing should also be indicated. In any case the final test report should be submitted to M.P. Agro before placement of order for supplies, failing to which the supplier will be debarred from tendering process. (as per eligibility Para no. 5)

07. Copy of the GST Registration. (as per eligibility Para no. 6)
08. Copy of the PAN Registration. (as per eligibility Para no. 7)
09. Application form duly filled as per **Annexure - VI**
10. Valid proof of authority to signing the document.
11. Undertaking from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date. (on Bidder's Letter Head) **Annexure - X**
12. Letter of Undertaking & Declaration **Annexure - VIII**
13. Detailed specification and drawing/design of the plant/component machineries along with FLOW CHART of complete plant should be attached with the tender. (Self-attested copies be attached)
14. The firm should have in house CNC facilities for metal works such as Bending; shearing etc. (Conformation to this should be given on company's letter head)
15. Tendered should give guaranty for availability of spare parts for a period of minimum five years from the date of delivery. (Conformation to this should be given on company's letter head)
16. Liability of supplier under Warranty/guarantee clauses should be indicated. (Conformation to this should be given on company's letter head)
17. Appropriate tool kit should be supplied with the unit. (This will be included in the tender condition. Items included should be disclosed with numbers)
18. Manufacturer's market price list (MRP) should be attached with the bids. (Hard copies shall be submitted by Bidder)

APPLICATION FORM

To

Managing Director
M P State agro Industries Development Corporation Ltd
3rd Floor, Panchanan Bhawan Malviya Nagar
Bhopal

Sub :- Application to participate in the TENDER for SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY-1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21.

Dear Sir,

Kindly accept our application for TENDER for SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21 in the state of Madhya Pradesh. We hereby submit application for which required details are as under.

1	Name & Address of the Applicant Firm			
	If Proprietorship			
	a) Name of Proprietor			
	b) Full Address			
	c) PAN number /GSTN No			
	If Partnership			
	a) Name of partners and their address			
		1.	2.	3.
	b) Is partnership deed registered If yes then date of registration (attach copy of deed)			
		Yes / No	Date	
	If Limited or Pvt. Limited Company under Indian Companies Act 1956.			
	Limited or Private Limited			
	Registered Office Address			
	Date of Certificate of in Corporation			
Co-operative society/Firm				
Name				
Registered Office Address				
Date of Certificate of Registration				
2	Location of Production units			
3	Year of Establishment of the units.			
4.	Name, Designation & Mobile Number of Contact Person,			
5.	Name of Person Singing the TENDER (In Case Of Authorized Person Specific Power of Attorney has to be submitted)			
6.	Detail of turnover for last three year for the item quoted	YEAR	TOTAL TURNOVER (Rs. in Lacs)	TURNOVER IN MP (Rs. in Lacs)
		2017-18		
		2018-19		
		2019-20		

I here by confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the documents as enclose.

Date -----

Note:

1. Separate sheet may be used if necessary.
2. Strike out whatever not applicable.

Seal & Signature of the Bidder
or their authorized Representative



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL
Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

CONDITIONS OF TENDER

1. PROCEDURE FOR TENDER:

- 1.1 The Corporation invites online TENDER for SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY-1TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21. **Annexure - III.**
- 1.2 Only one online TENDER will be accepted from One Applicant / Firm. If any individual participating in the BID, representing more than one firm in one or different names and it comes to MP AGRO'S knowledge at any point of time, all such BID will not be entertained and shall be liable for rejection.
- 1.3 The bidders intending to participate in this TENDER are required to get enrolled/registered on the mptender.gov.in. Enrolment /registration and subsequent empanelment on the above portal and sub portal is mandatory.
- 1.4 TENDER documents can be purchased only online from <http://mptender.gov.in> by making online payment of portal fees etc.
- 1.5 It is the discretion of the Managing Director of the corporation to accept/reject the application without assigning any reason thereof.
- 1.6 BID in hard copies received after due date and time as stated above will not be accepted. When BID are delivered through messenger, the same should be deposited in the TENDER box kept in the Marketing section of the Corporation on working days and during working hours.
- 1.7 The M.P. State Agro-Industries Development Corporation Ltd, will not be responsible for delay in receipt of Bid on any account whatsoever. If BID is received after specific date and time, even if the delay is caused in postal transit, or any other reason whatsoever, the same shall not be considered and the BID will be rejected.
- 1.8 Telegraphic/Fax BID, or BID received over fax, e-mail etc. shall not be considered.
- 1.9 Applicants are required to submit online bid through portal www.mptender.gov.in and pay tender fee & EMD online. Only hard copies of tender submitted online will be accepted.

2. SUBMISSION OF TENDER:

- 2.1 Corporation Invites online TENDER for supply of material as mentioned in **(Annexure III)**. The Bidder will have to get themselves registered with www.mptender.gov.in for E-tendering, without registration BID cannot be uploaded on portal. To participate in Online TENDER interested Bidder will be required Registration at Portal and valid class 3 digital signature certificates. An amount of Rs 4720/- as TENDER fees is to be deposited online through website www.mptender.gov.in that is to be paid by Bidder for registration under E-tendering.
- 2.2 All the Mandatory Documents (Self Certified with Seal and signature) shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered. **(Annexure - V)**

- 2.3 Self attested hard copies of all Mandatory Documents and TENDER fees details (cost of documents) and EMD must be dropped in the envelope at Office of the Managing Director M P State Agro Industries Development Corporation Limited, IIIrd floor Panchanan Bhawan, Malviya Nagar, Bhopal, before last date and time of submission of BID.
- 2.4 The Envelope of Hard Copies shall be submitted in a sealed cover super prescribed with words naming TENDER title mentioned at **(Annexure III)**

3. OPENING OF TECHNICAL BID:

Soft copies uploaded & Hard Copies received in the TENDER box up to due date and time will be opened on due date and time as mentioned in **(Annexure III)** In case of any non clarity of uploaded documents or any dispute over documents uploaded online in E-TENDER, The hard copies submitted by the manufacturer shall be treated final.

4. DELAY IN SUBMISSION:

The Corporation will not be responsible for any delay on any account in receipt of TENDER. If the BID is received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever.

5. CHANGE IN OPENING SCHEDULE:

Online TENDER will be opened on due date and time as mentioned in **(Annexure - III)** point B in the presence of the representative of firms who wishes to be present. However if the date and time of opening of Technical Bid is changed due to any unforeseen reason the revised date and time of opening will be displayed on Portal/website of the corporation.

6. MODUS OPERANDI FOR THE PURCHASE & SALES OF THE ITEMS & QUOTING RATES BY BIDDER:

- (i) The items for which tender is called, to be supplied to beneficiary society/institution located at various places in MP. Bidders are supposed to make deliveries at various places as per order after rates are finalized.
- (ii) Bidders are required to quote their selling rate to MP AGRO with the intention that MP AGRO will load its own margin (5% + GST) to the prices quoted by Bidders.
- (iii) Bidders are required to upload their rates online in the format prescribed for it.
- (iv) Rate list to be uploaded will be rates with GST & rate without GST. MP AGRO margin & GST their on not to be included in this format.
- (v) Rates offered to MP AGRO should not be treated as rates to end user. Instead MP AGRO will work as dealer of the manufacturer. Manufacturer will be free to appoint their Sales Representative, other Dealer for after sales service & stocking purposes etc. Manufacturer can also incur expenses for sales promotion etc. as per their own policy.
- (vi) On the several occasions manufacturers do not quote lower rate to MP AGRO due to Price fall Clause executed by them with other organization. Difference between price quoted to MP AGRO & price quoted to other organization (for ultimate consumer) must be differentiated clearly that rate quoted to MP AGRO is the dealer rate.

- (vii) MP AGRO will be at full liberty to reduce or increase its margin at any time without consent from bidder. Managing Director Decision will be final & binding for all parties.
- (viii) The bidder should quote their lowest price, as order will be given on L-1 rate.
- (x) MP Agro will place order to L-1, L-2 or L-3 as per the policy detailed in clause 11 of this tender document.

7. EXECUTION OF AGREEMENT :

- (a) The Corporation will intimate the successful Bidder regarding acceptance and request him to execute the agreement in given time limit. In case the Bidder fails to execute agreement within the prescribed time limit, the EMD submitted along with the TENDER shall stand forfeited.
- (b) The successful Bidder shall have to execute an agreement as per **Annexure-XI** with the Corporation on non-judicial stamp paper of Rs. 1000/- . (to be purchase by the Bidder)

8. EARNEST MONEY DEPOSIT:

- A.
 - (i) TENDER should accompany EMD as per clause C (**Annexure-III**)
 - (ii) Earnest Money of all unsuccessful Bidders will be returned.
 - (iii) No interest is payable on the amount of Earnest Money at the time of refund.
- B. Earnest Money shall be forfeited if:-
 - (i) Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid or is open for acceptance whether originally fixed or extended.
 - (ii) No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the Bidder.
 - (iii) The Earnest Money shall remain deposited with the Purchaser during the validity period as mentioned, from the date of opening of TENDER. If the validity of the offer is extended, EMD validity period deemed extended.
 - (iv) Earnest money of successful Bidder/s will be adjusted as Security Deposit (SD) on execution of the agreement. (such Bidder/s will become supplier).

9. SECURITY DEPOSIT:

- (i) The SD will remain with the corporation during the currency of the tender and till successful execution of all the order placed during the currency of the tender and will be refunded to the supplier without interest in case of no dispute and after getting clearance/NOC from District Managers of the Corporation /purchasing officer.
- (ii) Security deposit will be forfeited in case of failure of supply of the material as mentioned in the purchase order, in time and as per the approved specifications, or for any breach of terms and condition of the agreement and TENDER document.

10. MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS

Minimum Technical specifications of the items covered in this TENDER are the same as they are defined in **(Annexure - IV)**.

11. PLACEMENT OF ORDER

- (a) The M.P. Agro will finalize the list of bidders at L-1, L-2 and L-3 who have agreed to supply on L-1 rates. Minimum number of suppliers must be two.
- (b) The L-1, L-2 and L-3 will be allotted 40, 35 and 25 percent of the total number of the available work. If any of the supplier/s out of L-1, L-2 and L-3 refuses to supply the work allotted to it/them, then such work will be equally allotted to rest of the supplier/s. If L-2 & L-3 do not accept counter offer for L-1 rates, corporation may decide to give counter offer to other eligible bidder.
- (c) Head Office/Regional Manager/Branch Manager of the Corporation shall place purchase order to the suppliers as per the allotted percentage of work.

12. SCHEDULE AND MODE OF SUPPLY / DELIVERY

- (a) The Bidder has to supply/deliver and install the ordered quantity on TURN-KEY basis within time period as mentioned in the order. Failure on the part of the Supplier for timely supply, shall lead to forfeiture of Security Deposit and the TENDER shall stand cancelled and agreement shall be terminated. Corporation can also claim loss of goodwill as deemed fit and the same shall be payable by the Bidder. (Normal supply time will be 60 days from the date of order or supply period mentioned in the order).
- (b) If the indenting authority suffers any loss due to inordinate delay in effecting supply/ dispatch or arrival of the material at the destination, the same shall be the responsibility of the Bidder who shall make good the entire loss suffered by the indenting authority. The Managing Director will assess and intimate the Bidder the extent of loss, and the same will be acceptable to the Bidder. The supplier shall ensure that the ordered material being supplied by him reach the consignee at destination in good condition. As such it will be the sole responsibility of the supplier to ensure desired quality and standard of the material.
- (c) The ordered item as specified in order shall be in conformity with approved size and quality specifications mentioned in **Annexure-IV**, of the TENDER and elsewhere in the TENDER documents. Material shall be supplied in batches in any or all the sizes and in quantities as per delivery schedule ordered by the ordering authority of the Corporation. The delivery schedule may however be revised by the ordering authority, if warranted by exigency of the work of the Corporation. The successful Bidder shall be bound to effect deliveries in accordance with the changed supply schedule without claiming revision in rates. The dates of supply shall be the date on which the consignment reaches the required destination.
- (d) Ordered item may required to be supplied to the consignee through District Manager office of the corporation as per dispatch order to be given by the Head office/Regional Manager/Distt. Manager of the Corporation, securely packed so as to withstand rough handling and protection from vagaries of nature during transit.
- (e) Relevant L.R. shall be sent free and direct to the consignee (s) freight paid. The order No. of Corporation should be mentioned in the bill, against which the material is supplied.
- (f) The M.P. State Agro-Industries Development Corporation Limited shall not be responsible for damages, losses, thefts, pilferage, fire, accidents and

demurrages etc. if any, incurred to the consignment during transit and these shall be borne by the supplier.

- (g) The dispatch of consignment shall be immediately communicated to the indenting Head office/Regional Manager/Distt. Manager of Corporation and consignee with the relevant details of L.R. and Bill Nos.
- (h) The date of supply shall be the date on which the Seed grading plant becomes functional on Turn Key Basis.
- (i) Seed grading plants may be required to be supplied to the different destinations of consignee/consignees as per dispatch order.
- (j) **Transit Insurance:** The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (**RRTPND**).

13. SUPPLY AND INSTALLATION ON TURN-KEY BASIS :

The unit shall be supplied and installed in the identify promises of the beneficiary society/ institution. The installation is on Turn-key basis which means the unit should be installed on beneficiary premises as under –

- (a) Grouting of all the machines on the floor including all material like foundation bolts, masonry material & labour.
- (b) Making of elevator pit in the floor (Wherever required).
- (c) Assembly and erection of all the machines on its respective foundations/Grouted bolts.
- (d) Laying and termination of the cables from electric control panel to various machines in PVC pipes under the floor or on the truss.
- (e) Suitable capacity copper conductor, 3 core, PVC cable, ISI marked of any standard make should be used for giving the connections to electric motors of each equipment from centralized electric control panel.
- (f) The trial run of the machine/plant should be done on at least 3 major crops of that area and satisfactory working should be ascertained.
- (g) The training to the operating staff at the site for the proper operation and maintenance of the plant during installation & trial run of the seed processing plant.
- (h) The seed/ grain for the testing and trial run of the machines shall be provided by the society/institutions.
- (i) All the labour required for handling the seed for the test and trial run of the plant shall be provided by the society/institutions.
- (j) The electric power required for the installation, test and trial run of the plant shall be provided by the society/institutions at the site.
- (k) Proper building with suitable doors/gates will be provided by the beneficiary society/institution. The size of the gate through which the machines shall be taken inside the processing hall should be minimum 3.0 Meter wide x 5.0-Meter-High (Clear Space). The security for the equipment supplied shall also be provided by the beneficiary society/institution at the site of installation from the very first day.
- (l) Proper earthing and electric power as per state govt. rules to the electric bus bar/panel/D.G. set for giving connections to the various electric motors of the plant shall be provided by the society/institutions.
- (m) Tool kit necessary for operation and daily maintenance of the unit has to be supplied by the manufacturer of the plant.
- (n) After installation the unit should be Turned-on and after trial run/s be handed over to the beneficiary.

13. WARRANTEE:

The Bidder has to declare minimum 2 Years warrantee (on site) for the material supplied by the supplier against any manufacturing defect from the date of Installation. In case of complaint / defect the supplier shall have to arrange repair /replacement within 10 days from the date of receipt of intimation. The Corporation shall have right to recover the cost or expenditure of loss whatsoever, on this account from the future bills of the supplier or from the security deposit or from any other amount due to the supplier or out of the security or any deposit made by the supplier in other Government Organization.

14. TRAINING:

If required the supplier will impart training to the selected nominated person of purchaser and the concerned person/staff/officers of the Corporation for proper operation and maintenance of Items Supplied.

15. AFTER SALE SERVICE:

- a. The company must provide after sales service to the farmers for during warranty period.
- b. It shall be the responsibility of the supplier to ensure that necessary spares parts are available to the purchaser/customer of machine/ equipments during warranty period and after words also. For this purpose Bidder shall keep necessary stock of such fast/slow moving parts on consignment with this corporation {MP Agro} or their stockiest. Quantity and location of stocking points of such items shall be decided by the Bidder as per advice of Regional Managers of this corporation. Supplier shall also ensure that proper after sales services are available to the customers.
- c. The supplier shall also make arrangements for repair and after sale service required on continuous basis after expiry of the warranty period and shall ensure that the repairs/maintenance cost incurred by the purchaser are minimum.

16. RIGHT TO REFUSE/REJECT THE SUPPLIES:

- (a) Ordered item shall conform to the quantities and specifications (as per **Annexure-IV**) mentioned in supply order. The Corporation reserves the right to refuse to accept the supplied item, if found:-
 - (i) Inferior in quality & not in proper packing or not conforming to the specifications mentioned in **Annexure- IV**.
 - (ii) Other than specified and ordered by the Corporation,
OR
 - (iii) For any other sufficient reason at it's discretion.
- (b) In case the supply of supplied item is rejected / the supply not accepted, shall be lifted by supplier at his own cost within the period granted by the M. P. State Agro-Industries Development Corporation Limited and in no case Corporation shall be liable for the supply not accepted.
- (c) If the material fails in the testing.

17. DEFECTIVE SUPPLIES:

The supplier shall replace the defective material or any other part found defective or prematurely worn out within 7 days within warranty period from the date of sale to the consumer, free of cost. If it is proved that Bidder has intentionally supplied machine/equipments of improper quality or not ready to replace or had not replaced defective machines / equipments during the specified period or in a genuine time period as required minimum, corporation shall be free to black list the Bidder and Bidder shall be bound to refund the amount received in lieu of such defective supplies made by the Bidder.

18. PAYMENT:

The supplier has to supply and install the ordered seed Processing Plant within 90 days from the receipt of order of the Corporation. The payment shall be released on "Payment after Payment" basis after deducting T.D.S. as per following manner as follows:

18.1 80% Value of Work Order- The Corporation shall release 80% of Work-order value on receipt of the ordered material in full quantity in good condition at the desired site of the consignee, subject to receipt of payment to Corporation

18.2 20% Value of Work Order

18.2.1 Remaining 15% shall be released after one month from the date of, commissioning and trial run. Remaining 5% payment shall be released after the expiry of warranty period two years.

Or

18.2.2 20% of Work-order value or for equivalent amount (15% or 5%) shall be released on Submission of Performance Bank Guarantee termed as Security Deposit of Equivalent Amount valid for two years Warranty period after commissioning of all the systems. The requisite Bank Guaranty should be from any Nationalized Bank in favour of "M.P. State Agro Industries Development Corporation Limited Bhopal".

18.2.3 Release of the Performance Bank Guarantee (as Performance Security Deposit), will be considered only on submission of requisite certificates of satisfactorily working of the systems, failing which the Bank Guarantee will be forfeited.

19. PRICE ESCALATION CLAUSE:

The variation in price is allowed if any variation is occurred in GST slab & any levies/taxes by Regulatory authority. Bidder may revise rates accordingly under intimation to corporation.

20. DISPLAY & DEPOSITION OF SAMPLES

Corporation may decide to inspect sample at factory site before supply and installation of plant.

21. RANDOM TESTING OF COMPONENTS:

Corporation/Department may select sample by random checking of any or all components of System received at the destination / site and send it to any recognized institute for testing. **The cost of such testing including cost of material shall be borne by the supplier.**

22. BRAND NAME:

The Bidder is entitled to claim only one brand name for the purpose of this tender. Regarding brand name, certificate of brand name, if any, issued by competent authority for this purpose should be made available, however the Corporation will not be liable for any dispute on account of brand name or of any kind.

23. SUBMISSION OF REQUIRED DOCUMENT:

It is obligatory for the Bidder to submit all the necessary documents as mentioned in Annexure-V and mentioned elsewhere in TENDER document. All formats should be filled in completely. **All the necessary documents should be enclosed duly self-attestation.**

24. ACCEPTANCE/REJECTION OF TENDER:

The Managing Director of the Corporation reserves the right to accept or reject any or all the TENDER without assigning any reason whatsoever at any time prior to the award of the tender, without incurring any liability to the affected Bidder and any obligation to inform the affected Bidder of the grounds.

25. FORCE MAJEURE CLAUSE:

FMC will be applicable in the following circumstances -

- (a) Natural phenomenon including but not limited to weather condition, floods, draught, earthquake and epidemics.
- (b) Acts of government authority domestic or foreign including but not limited to war declared or properties, quarantine restriction.
- (c) Accidents or distraction including but not limited to fire, explosion break downs at essential machinery equipment and power shortage.

26. PURCHASE PREFERENCE:

As per the policy of the State Govt. in respect of purchase of material for the use of Govt./DAE/Dir. Agriculture/HOD/Corporation purchase preference to the extent of 30% shall be given to those manufacturer who belongs to the SC/ST category. A self certified photocopy of certificate issued by the concerned District Trade Industries Center to the effect that the Bidder's firm belongs to the SC/ST category in M.P. should invariably be attached. This clause will not be applicable if material is purchased by an individual.

27. TO IMPOSE PENALTIES:

The Managing Director of The Corporation reserves the right to impose penalties as per the tender.

28. CORPORATION AS DEALER:

Corporation shall become Authorized Dealer of the company after execution of agreement with the company during the currency of tender.

29. ARBITRATION:

As far possible, all dispute arising out of this agreement will be settled by the mutual discussion and decision taken by the Dy. General Manager (mktg.) of the corporation will be final and binding on both the parties.

In case dispute is not settled as above then the same shall be referred to the arbitration. Arbitration and conciliation Act, 1996 shall apply to the proceedings before the Managing Director of the Corporation who shall be sole arbitrator. The decision of the arbitrator shall be final and binding on the parties.

30. TENDER EVALUATION:

During TENDER evaluation, MP AGRO may, at its discretion, ask the Bidder for a clarification of its TENDER & documents attached thereto. The request for clarification and response shall be in writing.

31. TENDER VALIDITY:

The rates finalized against this TENDER shall be valid for a period of 2 (two) year from the date of award of tender. It will be at the discretion of MP AGRO to extend validity period provided bidder agreed to it.

32. MINOR MISTAKES IN TENDER: MP AGRO may waive any minor nonconformity, or irregularity in a TENDER document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Right to waive mistake shall remain with Managing Director of MP AGRO.

33. TRANSFERABILITY:

TENDERS are not transferable.

34. RIGHT TO CHANGE CONDITIONS OF TENDER:

MP AGRO reserves the right to change conditions detailed in this tender provided all the concerned parties are informed and sufficient time period is given to bidder as for due action.

MP AGRO reserves the right to reject or accept any TENDER in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of MP AGRO in this regard will be final and MP AGRO is not liable to assign any reasons for the decision.

35. PARALLEL TENDER:

- (i) MP AGRO reserves the right (a) to enter into parallel tender (s) simultaneously or at any time during the period of the tender with more Bidders as MP AGRO may think fit, and (b) to place ad-hoc tender or tenders simultaneously at any time during the period of this tender with more supplier(s)/ Bidder(s) for such quantity and such item as the competent authority of MP AGRO (whose decision shall be final) may determine.
- (ii) Corporation will be at liberty to execute rate tender with other parties participated in the tender at the lowest rate for future supplies beyond the quantities mentioned in tender.

36. INSPECTION FOR QUALITY:

- (i) QCI approved third party inspection Agency i.e RITES/CIPET/EIL/IRS (IR class)/PDIL/SGS to certify any seed processing plant or part thereof made available for inspection that they are in accordance with the tender.
- (ii) All material supplied under this TENDER will compulsorily inspected by Third Party approved by the Corporation for this purpose.
- (iii) Expenses related to Third Party inspection shall be borne by bidder.
- (iv) Inspection Report shall be submitted by bidder along with bills at the time of payment.

37. RISK PURCHASE CLAUSE:

MP AGRO reserves the right to make emergent purchase in case of failure of supply/ rejected supply either in part or full as per demand placed by the MP AGRO and amount paid of such purchases should be adjusted from the supplier's Bill and may take following punitive actions.

- a) Fine to the tune of 2% of total amount supply not made/ degraded supply made may be imposed on the total value of the material for non supply/ short supply/ degraded supply etc. The fine amount will be deducted from the bill submitted for the next material supplied.
- b) The occurrence of such events 3 times during the tender period will lead to cancellation of tender by MP AGRO at any time after serving warning on each such event. The cancellation of tender will automatically come into effect from the last working hour of a scheduled delivery date after serving the last warning. On such event of cancellation the supplier will be black listed and will not be allowed to participate in any TENDER / supply tender for a period of one year. On event of cancellation of tender the security deposit available with MP AGRO for the tender will be forfeited.

38. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the tender against the bidder, MP AGRO shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the bidder and for the purpose aforesaid, MP AGRO shall be entitled to withhold the said cash security deposit or the security, if any,

furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the bidder, MP AGRO, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the bidder under the same tender or any other tender with MP AGRO pending finalization or adjudication of any such claim.

39. CORRUPT PRACTICES:

Supplier is expected to observe the highest standard of ethics during the execution of this TENDER. If the supplier has engaged in corrupt or fraudulent practices, in competing for or in executing the tender, MP AGRO may, after giving 14 days notice to the supplier, terminate the tender. In pursuit of this policy, MP AGRO:-

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in tender execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a tender to the detriment of MP AGRO and includes collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive MP AGRO of the benefits of free and open competition;
- b. Will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Tender.
- c. In the same manner as above, if bidder observes any corrupt practices or “fraudulent practice” in MP AGRO, he should report to Managing Director only.

40. BREACH OF TENDER:

Any breach of the terms & conditions mentioned in this TENDER document by the Supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the committing of any offence by the Supplier or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle MP AGRO to cancel the tender and all or any other tenders with the Supplier and to recover from the Supplier the amount of any loss arising from such cancellation.

41. TERMINATION OF TENDER:

MP AGRO may initiate process for termination of Tender in the following event of default:

- (i) Breach of any of the terms or conditions or obligation of Tender on part of Supplier / his employees / agents.

- (ii) Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of MP AGRO and / or competent authority.
- (iii) MP AGRO at their discretion may call for any record to satisfy themselves regarding supply of material to catering units. The supplier shall provide every help/ document related to MP AGRO, failing which it may amount to breach of condition of the tender.
- (iv) The Supplier being adjudged bankrupt/ insolvent or a trustee/ receiver being appointed on the Supplier.
- (v) Repudiation of agreement by Supplier or otherwise evidence of intention not to be bound by the agreement.
- (vi) MP AGRO at their discretion may call for any record to satisfy them regarding the supply and Supplier will provide every help failing which it may amount to breach of condition of the Tender.

42. AMENDMENTS TO BID INVITATION:

The MP AGRO reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch MP AGRO web site for any such amendments. The MP AGRO shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the MP AGRO will enable the bidder's to revise their bids.

43. NEGOTIATIONS:

- (i) It is clarified that normally the Corporation will make no negotiation on the TENDER and therefore the Bidders should quote their lowest prices only. However the Managing Director of the Corporation may decide to give counter offer to L-1 as decided by MP Agro for reduction in the rates.
- (ii) On the basis of lowest rate received in the financial bid, corporation will ask other bidders at L-2 and L-3 to execute agreement provided they agree to it.

44. AUTHORITY TO SIGN BID DOCUMENTS:

A person signing the TENDER or any other document in respect of the Tender on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, MP AGRO may, without prejudice to any other right or remedy of MP AGRO, cancel the tender and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to MP AGRO for all costs and damages arising from the cancellation of the tender including any loss which MP AGRO may sustain on account of such purchase.

45. Only Bhopal Court shall have jurisdiction.

**DY GENERAL MANAGER
(MARKETING)**

THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT
CORPORATION LIMITED

LETTER OF UNDERTAKING AND DECLARATION

We hereby submit TENDER for the SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21. Conforming to the Specifications as mentioned in TENDER.

We undertake to supply such quantities of material as per Specification as mentioned in TENDER, as we may be called upon to supply and install under the conditions here-to enclosed during the allotted period from the date of execution of the agreement on the rates agreed upon, at the places to be specified by the M.P. State Agro Industries Development Corporation Limited within the specified delivery period.

We undertake that our firm has neither been Blacklisted/Debarred by any Government / Government Undertaking /Bank nor penalized on the same ground. We also undertake that no legal proceeding is pending in any Courts on the same grounds.

We hereby agree to abide by and fulfill all the terms and conditions of tender annexed hereto and in default thereof to forfeit and pay to the M.P. State Agro Industries Development Corporation Limited, the penalties or sum of money mentioned in the said conditions.

The sum of Rs. 5,00,000/- (Five Lakh only) in the form of Demand draft or any of the form specified in the Tender Documents is herewith forwarded as Earnest Money which shall be retained by The MP State Agro Industries Development Corporation Limited, on account of Security Deposit as specified in the clause 9 of the said conditions of tender, should this TENDER be accepted.

"I have read and fully understood the terms and conditions of supplies etc. mentioned in the documents.

Name :.....

Designation:.....

(Signature with Office Seal..)

Witness:

1.

2.

THE ABOVE TENDER IS HEREBY ACCEPTED BY ME ON BE HALF OF

M/s.....

SIGNATURE OF THE ACCEPTING ATHURITY

Note: Letter of acceptance of TENDER is to be submitted on non judicial stamp of Rs 500.00

ANNEXURE - IX
THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

 "PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL
 Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

FINANCIAL BID FORMAT

(In Rs)

S.N.	ITEM DESCRIPTION	UNIT	HSN CODE	BASIC RATE	GST %	GST Amount	PURCHASE PRICE TO MP AGRO
1.	SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21. (MACHINERY COST ONLY)	01					
2	INSTALLATION CHARGES AND COST OF OTHER MISCELLANEOUS CIVIL WORK.	Charges for 1 unit					
	TOTAL	01					

IN WORDS :

**Seal & signature
of the Bidder**

DECLARATION OF BLACKLISTING

I/We M/S hereby declare that neither I/We nor our Start-up or a parent, subsidiary or associate Company under direct or indirect common parent is/are presently nor in the past been placed on any Black list / Debar/Penalized by any Public Sector Company in India or by any Department of State or Central Government and that there is no pending inquiry by any Public Sector Company in India or by any Department of State or Central Government, against us or a parent, subsidiary or associate Company as aforesaid in India, in respect of criminal, corrupt or fraudulent practice(s), is NIL.

It is understood that if this Declaration is found to be false, MP AGRO shall have the right to reject my/our proposal, and if the proposal has resulted in an investment, the investment agreement is liable to be terminated without prejudice to any other right or remedy (including Black list / Debar/Penalized) available to MP AGRO.

Place:

Date:

**Seal & Signature of the Bidder
or their authorized Representative**

NOTE: This declaration should be furnished on company's "Letter Head"

DRAFT AGREEMENT

***(THIS AGREEMENT TO BE FURNISHED AFTER THE BID IS
ACCEPTED ON NON JUDICIAL STAMP RS. 1000/-)***

This agreement made at Bhopal this day of , between The Madhya Pradesh State Agro-Industries Development Corporation, having registered office at 'Panchanan, 3rd Floor, Malviya Nagar, Bhopal, M.P. hereinafter referred to as 'Corporation' which expression shall unless repugnant to the context or meaning there of include its successors and assigns on the one part.

AND

M/s. ----- having its office at -----
----- acting through its (hereinafter referred to as the Supplier which expression unless repugnant to the context and meaning there of includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited Tender for SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANT (CAPACITY - 1 TPH) ON TUNRKEY BASIS AT VARIOUS PLACES IN MP FOR THE YEAR 2020-21. on the terms and conditions envisaged in the terms schedule issued with the Tender Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Tender Document, while submitting his TENDER. The supplier has agreed to supply of quality materials and equipments on consignment basis on the terms and conditions of this agreement to the Corporation.

AND WHEREAS the Corporation accepted the TENDER submitted by the supplier vide its letter of acceptance no. dated -----in consideration of the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the TENDER and the following documents shall form and be constructed a part of the Agreement Deed: -

:: 02 ::

- a) The terms & conditions of the Tender Document
- b) Specifications of seed processing plant.
- c) The letter of acceptance dated -----
- d) The TENDER submitted by the supplier.
- e) The rates mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. State Agro-Industries Development Corporation Limited shall be final.

For Supplier

.....
.....
.....

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LTD

Signature with Office Seal

DY. GENERAL MANAGER MARKETING

Witnesses

- 1.
- 2.

FORMAT FOR C.A. CERTIFICATE FOR TURN OVER

We have verified the books of accounts and other relevant records of M/s ----- Based on my verification and as per the information and explanation given to us, we certify financial turnover of M/s ----- of the activity of Design, Supply, Installation and commissioning of Seed Processing Plant are as under :-

Year	Turnover from supply and installation of Seed Processing Plants & other related items.
Financial Year 2017-2018	
Financial Year 2018-2019	
Financial Year 2019-2020	

For
Chartered Accountant
Seal And Signature

Place :

Date :