



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

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL Phone (0755)- 2760517, 2761392, Fax: 0755-2557305

REF. HO/P.A./Raw Mat./2017/

Dated : 18.12.2017

ONLINE REGISTRATION OF SUPPLIERS FOR VARIOUS MATERIALS

Corporation invites Online Registration of Suppliers in the Prescribed Registration cum Bid Documents (Documents) from the eligible Manufacturer/Authorized Dealer/Trader having valid license issue by F.S.S.A.I. AND **as per norms fixed by the corporation**, for supply of SUGAR, CHANA DAL, MOONG DAL, MAKKA, FLAVOUR, MILK POWDER, VITAMIN & MINERAL PREMIX, SOYA FLOUR & SOYA GRIT, REFINED SOYA & VEGETABLE OIL, MASALA WITH DOUBLE FORTIFIED SALT (DFS), COAL & PACKING material (COAL, HDPE bag and Laminated film F.S.S.A.I. license not required) for the year 2017-18, 2018-19 and onwards. For Online Registration please visit **www.mpeproc.gov.in** . To participate in Online Registration, Interested offerer will be required Registration at Portal and valid class 3 digital signature certificate. Online Registration Documents can be seen on **website www.mpagro.org** Online Registration will be end at **3.00 PM ON 03.01.2018** and will be opened at 04.00 p.m. on the same day. Amendments if any will be published on Corporation's website and portal www.mpeproc.gov.in only. No further Notice will be published in the news paper. Managing Director of the Corporation reserves the right to accept/reject any/all application without assigning any reason thereof.

GENERAL MANAGER (POOSHAN AAHAR)

**LIST OF MANDATORY DOCUMENTS TO BE UPLOADED (SELF CERTIFIED WITH SEAL AND SIGNATURE)FOR ONLINE REGISTRATION
FOR THE YEAR 2017-18,201819 & ONWARDS**

Sr.No.	TYPE OF DOCUMENTS	AS PER CLAUSE
01	Online Registration Document Annexure 1 to 4 (Page No. 1 to 21)	-
02	F.S.S.A.I. (for Traders/Producers/manufacturer (including capacity) except HDPE and Laminated Manufacturer)	04.7b and Annexure 5 of related item
03	Scan copy of Demand Draft of EMD	Clause 7 c
04	AUTHORITY LETTER FOR AUTHORISED SIGNATORY (in case of Limited Company resolution of Board of Directors)	Clause 7 g
05	AUTHORITY LETTER FOR DEALER IN ANNEXURE-7 WITH RELEVANT DOCUMENTS	Clause 7 g
06	PAN CARD	Clause 7 h
07	TIN No.	Clause 7 h
08	GST CERTIFICATE	Clause 7 h
09	UNDERTAKING FOR REGISTRATION (ANNEXURE-3) on Non-Judicial Stamp Paper of Rs. 500/- duly notarised	Clause 7 k
10	DIC PART II including capacity (HDPE Bags and Laminated Film Manufacturer)	Clause 8
11	OTHER DOCUMENT SPECIFIED IN ONLINE REGISTRATION DOCUMENTS	ANNEXURE-5



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REF. HO/P.A./2017/Raw Material/

DATE : 18.12.2017

DOCUMENTS OF REGISTRATION

FOR SUPPLY OF
(Please write the name of the item for which Registration is required)

ONLINE REGISTRATION

DOCUMENTATION PRICE

Online Registration Rs. 5,000/-

(PLEASE UPLOAD ONLY RELATED ANNEXURE 5 AND 6)

(DATE FOR ONLINE REGISTRATION)

Date and time of start of purchase of Online Registration Form	2:00 PM ON 20.12.2017
Date and time of start of Online Registration	2:00 PM ON 20.12.2017
Date and time of end of of Online Registration	3.00 PM ON 03.01.2018
Date and time of opening of Mandatory Documents / Technical Bid	4.00 PM ON 03.01.2018
Date and time of start of Financial Bid	WILL BE INFOREMED TO REGISTERED SUPPLIER ON EMAIL

Note : Financial Bids will call separately from the successful Registered Firms as per requirements.

GENERAL MANAGER (POOSHAN AAHAR)
M.P. STATE AGRO IND.DEV.CORPN.LTD:
BHOPAL

1. BIDDERS SHOULD DOWNLOAD THE DOCUMENTS AND ATTACHED THE DEMAND DRAFT FOR EMD+ Rs. 5000 (REGISTRATION DOCUMENTS FEE). FAVORING THIS CORPORATION PAYABLE AT BHOPAL
2. THE ANNEXURE 1,2,3,4 AND 7 ARE COMMON FOR ALL THE ITEMS. ANNEXURE 5 AND 6 ARE DIFFERENT FOR EACH ITEM, PLEASE ATTACH ANNEXURES ACCORDINGLY. RATE IN ANNEXURE 6 WILL BE CALLED AS PER CLAUSE 17.



ANNEXURE-1

**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED:
PANCHANAN, 3RD FLOOR, MALVIYA NAGAR: BHOPAL 462003**

TERMS AND CONDITIONS FOR ONLINE REGISTRATION AND SUPPLY

Meaning of the words in the document

- The Corporation - M.P. State Agro Industries Development Corporation Ltd.
- Office of the Managing Director of the Corporation - Panchanan III Floor, Malviya Nagar, Bhopal 462003
- F.S.S.A.I. License - Valid license issued by the Food Safety and Standard Authority of India as WHOLE SELLER / FOOD BUSINESS OPERATOR / TRADER as the case may be.
- N.A.B.L. Lab - Laboratory accredited by National Accreditation Board for Testing and Calibration.
- Consignee - In case of Corporation (In charge, Badi Plant) In case of Joint sector Plant (In charge of Joint Sector Plants).
- Bid /Application - Registration cum Bid Documents.
- Bidder - the persons who submits the Documents and Bid.
- Authorized person - the person who signs the documents and who is authorized to bind the bidder to the contract. (Proof of authorization shall be furnished in the form of registered power of attorney, which shall annex with the documents).
- Supplier - successful Bidder who is registered after agreement AND in whose name orders will be placed - The supplier.
- Demand Draft - Demand draft of any nationalized bank favoring M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED payable at BHOPAL.
- EMD - Earnest Money Deposit.
- SD - Security Deposit .
- Joint Sector - The plant established by the Corporation in Joint sector at Mandideep and Indore.
- DEPARTMENT - Directorate of Woman and Child, Government of Madhya Pradesh or any other State.



**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED:
PANCHANAN, 3RD FLOOR, MALVIYA NAGAR: BHOPAL 462003**

TERMS AND CONDITIONS FOR ONLINE REGISTRATION AND SUPPLY

01. ONLINE REGISTRATION CUM BID DOCUMENTS

It is expected from the Bidder to read carefully all instructions, conditions of the Documents Bid, appendix to the Bid, Performa agreement, Specifications, annexure, schedules of the bid. Failure to comply with the requirements of the Bid submission will be at the Bidders risk. Bids that are not substantially responsive to the requirements of the Bid documents will be rejected. It is compulsory for all the registered supplier to quote rate for Badi without fail (else clause 17 will apply).

Please do not submit rate in Annexure 6 at the time of Online Registration. The Corporation will call the rate from registered suppliers as per clause 17 from February 2018 onwards through Online Procedure.

02. ONLINE REGISTRATION PROCEDURE

01. The Corporation invites the application for Online Registration of suppliers for the year 2017-18 and 2018-19 (valid up-to 31.03.2019) and onwards (The Managing Director of the Corporation may extend the period for further six months or more).

02. The rates will be called only from the registered supplier as per demand as per clause 17.

03. Since, the Corporation invites Online Registration, therefore Interested eligible Bidder should Register themselves on the Portal and obtain (purchase) Online Registration Document. For complete online registration procedure please visit **www.mpeproc.gov.in** . To participate Corporation's Online Venders' Registration the bidder must have valid class 3 Digital Signature Certificate (which can obtained from one of authorized Firms) Bid Documents by downloading the same from our website **www.mpstateagro.nic.in** and submit on the day and time as mentioned on page no. 3 (for Regular Registration).

Registration may be suspended and/ or cancelled in the event as detailed in clause 17.01.08 or act of the supplier against any terms and conditions mentioned in Annexure 1 to 6

04. ELIGIBILITY:

Eligibility for registrations for supply of various items shall be A BIDDER WHO HAS VALID LICENSE ISSUE BY F.S.S.A.I. (not applicable for Laminated films and H.D.P.E. bags) and as detailed below and mentioned elsewhere in the Bid and annexure thereto. The bidder should submit self-certified copies / original copies of the documents as mentioned below to prove his eligibility.

SR	ELIGIBILITY	REQUIREMENT
1	PRODUCER / MANUFACTURER / IMPORTER	HAVING VALID LICENSE ISSUED BY THE F.S.S.A.I. AS MANUFACTURER/IMPORTER WITH ALL RELEVANT ANNEXURE WHERE IN ITEM IS MENTIONED IN THE LICENSE FOR WHICH THE APPLICATION AS SUBMITTED INCLUDING CAPACITY TO PRODUCE/IMPORT.
2	TRADER	HAVING VALID LICENSE ISSUED BY THE F.S.S.A.I. AS WHOLE SELLER/FOOD BUSINESS OPERATOR /TRADER WITH ALL RELEVANT ANNEXURE WHEREIN ITEM IS MENTIONED IN THE LICENSE FOR WHICH THE APPLICATION AS SUBMITTED INCLUDING CAPACITY. FOR COAL DOCUMENTS REQUIRED AS PER DETAILS GIVEN IN RELEVANT ANNEXURE 5
3	AUTHORISED DEALER	HAVING VALID LICENSE ISSUED BY THE F.S.S.A.I. AS WHOLE SELLER/FOOD BUSINESS OPERATOR /TRADER WITH ALL RELEVANT ANNEXURE WHERE IN ITEM IS MENTIONED IN THE LICENSE FOR WHICH THE APPLICATION AS SUBMITTED AND AUTHORITY OF THE PRODUCER /MANUFACTURER AS DEFINED ABOVE, TO SUBMIT THE APPLICATION ON HIS BEHALF (submit Original copy issued by the producer / manufacturer as per Annexure 7). F.S.S.A.I. LISENCE OF PRODUCER/MANFUCATURER/IMPORTER AND OF AUTHORISED DEALER NEEDS TO BE SUBMITTED.

Note : 01. Importers are allowed only for Refined Vegetable oil.

02. In case of authorized dealer, manufacturer/importer has to take the responsibility of the quality of the material till it reaches to the consignee's destination. A certificate to this effect (as per Annexure 7) will be produced by the authorized dealer.

05. ONLINE REGISTRATION CUM BID DOCUMENTS

Only Online Registration along with EMD+Rs. 5,000.00 will be accepted.

06. SUBMISSION OF THE BID :

Financial Bids will call separately through Online Procedure on www.mpeproc.gov.in from the successful Online Registered Firms.

01. The bidder is expected to examine carefully all instructions, conditions, application form and annexure to the Bid, Performa agreement and specifications. Failure to comply with the requirements of the Bid will be at the bidder's risk.

02. Bids, which are not substantially responsive to the requirements of the Bid documents will be rejected.
03. The Application shall be submitted online.
04. Hard Copies of all document (Registration Document, confirmation report of online registration and uploaded documents as mentioned list on page no. 2) with seal and signature along with Demand Draft of EMD should be submitted before opening of the Online Registration (3.00 PM ON 03.01.2018) at office of the Managing Director, M.P. State Agro Ind. Dev. Corpn. Ltd., Panchanan, III Floor, Malviya Nagar, Bhopal.
05. However, if the date and time of opening of offer is changed due to any unforeseen reason the revised date and time of opening will be displayed as corrigendum on the website www.mpeproc.gov.in and www.mpstateagro.nic.in of the Corporation. No corrigendum in the NEWS paper will be published.

07. INSTRUCTIONS TO THE BIDDERS

Eligibility and qualification requirements:

No Bid shall be considered valid if:-

- a. The Bidder is not applied through Online Procedure.
- b. Self certified copy of the valid license issued by F.S.S.A.I. is not uploaded (if required).
- c. It is not submitted through online procedure accompanied with scan copy of Earnest Money Deposit (EMD) of amount as mentioned in clause 10, by way of Bank Draft. The bid/Application received without E.M.D. will be rejected at the time of opening itself. The Sugar Mills in Co-operatives, Govt. Sector and Government undertakings are exempted from depositing E.M.D. **Undisputed SD of registered venders of 2016-17 will be refunded. Please deposit amount of EMD with the application. Adjustment of old SD will not be allowed in any case.**
- d. The Bid is conditional and inconsistent with the terms and conditions of the contract.
- e. More than one rate is quoted for the item as specified in ANNEXURE-6.
- f. A manufacturer submits more than one Bid or authorizes the submission of more than one Bid on its behalf. Although if manufacturer selects different authorised dealer for different district the same will be considered.
- g. Authority of the concerned manufacturer to the effect that the Bidder has been authorized to submit Online Bid on its behalf and if an order is placed with the Bidder, the manufacturer undertakes to supply the ordered item as per desired quality and in time is not enclosed with the Bid.

- h. It is not accompanied by latest GST return for the year period ending on 30th September, 2017 and self certified copy of the Permanent Account Number (PAN) issued by the Income Tax department in the name of the firm (in case of proprietary firm in the name of the Proprietor who is bidder also). (In case of non submission of the GST RETURN AS ABOVE the Corporation will be free to recover any demand intimated by the ANY GOVERNMENT DEPARTMENT (on account of GST) , from the due payment of the supplier, without any obligation to the Corporation of any kind, whatsoever may be.
 - i. Bid is received after the due date & time fixed for submission of the Bid.
 - j. Two samples duly signed by the Bidder giving Nomenclature, name of the supplier (as mentioned in Annexure 5) (only For MOONG DAL, Chana Dal, Maize) are to be submitted physically without which on line rate submitted by the supplier will not be taken in to consideration.
 - k. Bid is not submitted with undertaking as per Annexure 03 on non judicial stamp paper of Rs. 500/- duly notarized.
- 08.** As per the policy of the State Government in respect of purchase of items for the use of the Corporation, purchase preference, minimum to the extend of 30% of the required quantity shall be given to those manufacturing units of M.P, belonging to the SC/ST entrepreneurs and registered with the Corporation. A self certified photocopy of certificate issued by the District Industries Center (D.I.C) in this regards should be attached (applicable only in case of purchases for Corporation's own plant at Badi).
- 09. EARNEST MONEY DEPOSIT (EMD)**
- (a) Earnest Money shall be forfeited if the Bid is withdrawn.
 - (i) At any time prior to its rejection.
 - (ii) Before or after the acceptance is communicated to the Bidder

or,

 - (iii) If the successful Bidder fails to execute the agreement within 10 days of date of letter of acceptance.
 - (b) Earnest Money of unsuccessful Bidder will be refunded as early as possible.
 - (c) Earnest Money of successful Bidder will be adjusted against Security Deposit (SD) at the time of the execution of the agreement.
 - (d) No interest will be paid on Earnest Money and or Security Deposit.

10. The details of item, Specification, Eligibility, EMD (Earnest Money Deposit) etc are as under:-

Sr.	ITEM	SPECIFICATIONS	ELIGIBILITY	EMD	RATE DURATION
1	SUGAR (S-30)	AS PER IS:5982-2003	PRODUCER/ TRADER	1,00,000	ONE TIME
2	SOYA FLOUR AND SOYA GRIT	AS PER IS:7836-1975 (Reaffirmed 2005)	MANUFACTURER	2,00,000	MONTHLY
3	A. REFINED SOYA OIL B. REFINED VEGETABLE OIL	AS PER IS:4276-1977 (Reaffirmed 2000) AS PER ANNEXURE	PRODUCER / AUTHORISED DEALER	2,00,000	ONE TIME
4	VITAMIN AND MINERAL PRE-MIX	AS PER ANNEXURE	MANUFACTURER	2,00,000	QUARTERLY
5	FLAVOUR	AS PER ANNEXURE	MANUFACTURER	1,00,000	QUARTERLY
6	MILK POWDER	IS:1165-2002 MARK	PRODUCER / AUTHORISED DEALER	1,00,000	QUARTERLY
7	CHANA DAL, MOONG DAL, MAIZE	AS PER F.A.Q.	PRODUCER/ TRADER	1,00,000	MONTHLY
8	MASALA (DOUBLE FORTIFIED SALT, TERMERIC, RED PIPPER, GARAM MASALA)	F.P.O./ AG-MARK	PRODUCER / AUTHORISED DEALER	50,000	QUARTERLY
9	LAMINATED FILM	AS PER ANNEXURE	MANUFACTURER	2,00,000	MONTHLY
10	HDPE BAGS	AS PER IS:12100-1987 (Reaffirmed 1997)	MANUFACTURER	1,00,000	MONTHLY
11	COAL	MINIMUM CALORIES 5000	TRADER	1,00,000	ONE TIME

THE REGISTRATION WILL BE APPLICABLE TO THE SUPPLIES TO BADI, MANDIDEEP (RAISEN) AND INDORE SUBJECT TO CLAUSE 17.01.09

ONE TIME - Applicable for One time purchase. MONTHLY- Applicable for 30 days from the date of quote. QUARTERLY- Applicable for 90 days from the date of quote.

01. Corporation has its own plant at Badi and Joint Sector Plants at Mandideep & Indore.
02. Joint Sector Plants will procure material from registered suppliers with the Corporation only.

11. BID VALIDITY

Bid shall remain valid and open for acceptance for a period as mentioned in clause 10 above. Failure to supply the ordered material during bid validity shall result not only in rejection of the Bid but cancellation of registration and forfeiting of S.D.

12. DURATION OF RATES AND AMOUNT OF EMD

Duration of rates and EMD will be as per clause 10 detailed above.

- 13.** The process of interpretation, evaluation and comparison of Bid and recommendations concerning the award of the contract shall not be disclosed to the Bidder or any other person. CANVASSING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE BID.

- 14.** The Bid must only be signed by a person duly authorized to bind the bidder to the contract (all pages of the Application are to be submitted). Proof of authorization shall be furnished (in original) else which shall accompany the Bid.

- 15.** The Managing Director reserves the right to accept or reject any BID or all the BIDS without assigning any reason whatsoever at any time prior to the award of the contract, without incurring any liability to the affected tenderers and any obligation to inform the affected tenderers of the grounds.

16. EXECUTION OF AGREEMENT

(a) The successful Bidder shall have to execute an agreement as per Annexure-4 with the Corporation on non-judicial stamp paper of Rs. 1000/- duly Notarized.

(b) The Corporation shall intimate the successful Bidder regarding acceptance of the Bid and intimate him to execute an agreement. In case the Bidder fails to execute agreement within 7 days from the date of communication regarding acceptance of the Bid, the EMD submitted along with the Bid shall stand forfeited.

17. RATES

Every supplier has to produce along with challan/ Invoice cum challan, the copy of TOLL RECEIPTS from the place of origination / production to place of Consignee.

01. Procedure of calling rates

01. The Corporation will inform to the supplier on their informed mailing address to quote the rate, date and time fixed for quoting the rate. The rates received thorough online procedure shall be considered if it is received on due date and time. It is therefore necessary to informed mailing address in ANNEXURE - 2.
01. No claim of any kind in relation to the rate comparison will be entertained.
02. The supplier will quote the rate mentioning basic price of the material and SGST+CGST/IGST (as the case may be) separately (supplier has to follow all the rules applicable while supplying the material to the consignee).
03. In the event of date of offer being holiday, next working day will be reckoned as valid for acceptance etc.
04. Bids will be opened in the presence of bidders or their authorized representatives, who may choose to attend the opening of Bid in the office of Managing Director of the Corporation.
05. The rates must be quoted in words and figures free from all escalations F.O.R. R.T.E. Plant, Badi (District Raisen) / Mandideep / Indore Plant (consignee) inclusive of all taxes and duties. (basic price of the material and taxes should shown separately) (in Annexure 6) as per specifications detailed in Annexure 5 of individual item .
06. In case of any difference in words and figures of the quoted rates, which ever is lesser, shall be considered.
07. If any registered supplier do not quote rate for continuously three times, the registration may be suspended for TWO MONTHS, after this period the registration will automatically reckoned. The registration may be cancelled and Security Deposit will be forfeited in case the suspension of registration takes place for twice.
08. It is the obligatory on the part of the Bidder to make all Losses/damages good, if any, incurred during transit within 5 days from the date of intimation given by the Consignee. If supplier fails to do so, the consignee will be free to make the losses good at the risk and cost of the supplier from Security Deposit/Due payment/ any other Means available to the Consignee.
09. Rates for OIL, SUGAR AND COAL for Joint Sectors will be called by them directly form Registered suppliers.
10. Rates given to the Joint sectors will always subject to clause 25.

02. Procedure of purchases for Badi plant:

Order for Corporation's Badi plant will normally be placed by the Head of the Department, Poshan Aahar Section of the Corporation to the supplier who quote the lowest (L1) and/or on L1 quote to L- 2 (if L-2 quote has accepted L-1 quote) to have two suppliers for a single item but not beyond L-2

03. Procedure of purchase for joint sectors:

Joint sectors will be purchasing all the Raw Material as detailed above only from the Registered Supplier of the Corporation. The orders and payments will be made directly by them. Normally, the Corporation in no way will be responsible in any business dispute. However the Managing Director of the Corporation may act as per clause 33.

18. QUALITY

The supplier shall have to ensure the supply of ordered item in good conditions as per the specifications mentioned in ANNEXURE-5. Any material if not found conforming to specifications mentioned in ANNEXURE-5 will be out rightly rejected by the Consignee and after having rejected the material shall also be eligible to recover the losses incurred and the losses which may likely to be incurred as deemed fit by the Consignee due to such rejection. The Consignee can however also decide to ask the supplier to replace the rejected material and the material shall have to be replaced immediately at his own cost by supplier on receipt of intimation from the Consignee. In case defective material is not replaced within given time limit the Consignee will be free to remove such material at the risk and cost of supplier and expenses incurred for the same will be deducted from security deposit or from any due or which may become due to the supplier from the Consignee. No responsibility shall be attached to the Corporation for the safe custody of material/materials supplied in excess and so removed.

19. TEST REPORT AND SAMPLING

To ensure the quality parameters as per ANNEXURE-5, material will be dispatched only after ensuring that in-house test report meets-out the specification, in case of Soya Flour/Grit, HDPE Bags, Laminated film, Oil, the in-house test report will be enclosed with challan/bill while dispatching the material to the consignee. In case of Soya flour and Grit in house test report needs to be attached with challan / invoice followed with, test report mentioning batch no by the recognized lab accredited by NABL shall be required for making balance 10 percent payment. If required, the

samples may be drawn at Consignee's Plant, on next working day at 12.00 in presence of authorized representative of the supplier, supplier is therefore instructed to send authorised person at the time of sampling. If no person of the supplier is present, at the specific date and time, the samples will be drawn and no claim whatsoever shall be entertained in this regard. The test report so received will be final for all the purposes.

20. SCHEDULE AND MODE OF SUPPLY/DELIVERY

- (a) The supplier shall ensure that the ordered material supplied by him reaches to the consignee destination in good condition in a quality that conforms the specification as per Annexure 5. Supplier also has to ensure that the material does not contain any harmful substance that may cause any health hazards.
- (b) The ordered item as specified in ANNEXURE-5 and supply order shall be in conformity with approved size and quality specifications mentioned in ANNEXURE-5 and elsewhere in the Bid documents. Material shall be supplied in batches in any quantities as per delivery schedule ordered by the Consignee.
- (c) The delivery schedule may however be revised by Consignee, if warranted by exigency of the work of the Corporation/ Joint sector Plants. The Supplier 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) Relevant L.R. shall be sent free and direct to the consignee (s) on freight paid basis along with bill in three copies with test report (wherever necessary). The order No. of the Consignee and batch number should be mentioned in the bill, against which the material is supplied (if applicable).
- (e) The Consignee shall not be responsible for damages, losses, thefts, pilferage, fire, accidents and demurrages etc. if any, incurred to the consignment during transit and the same shall be borne by the supplier.
- (f) The consignment shall be sent to the consignee(s) securely packed to withstand rough handling and protection from vagaries of nature during transit.
- (g) The dispatch of consignment shall be immediately communicated to the General Manager (POOSHAN AAHAR) in case of Badi supplies and to the Authorized person in case if Joint sector companies, along with the relevant details of L.R. and Bill Nos.
- (h) Supplier shall mention on the bag the full particulars like IS No; name of the manufacturer, lot no; date of manufacturing weight (net & gross) etc as per relevant IS (India Standard) (see column 3 of table at clause 9).

- (i) For specific material like Laminated film and HDPE Bags registered vender is required to get all the design from office of the Managing Director of the Corporation immediately, get the proof approved and get the block etc. ready, so as to supply the material as per order without any delay for want of design etc.

21. PENALTY:

- 1. The supplier shall have to supply the goods as per direction/instruction given by the Consignee in the supply order. In case the goods are not received within given time limit in supply order then the Corporation/Joint Sectors will be free to procure the ordered material from second lowest quote or any other registered supplier. In such event the price difference and any other loss will be recovered from the supplier. The Corporation will have right to cancel the contract and forfeit the security deposit and recover all losses due to such misconduct of the supplier.
- 2. If the item supplied is of substandard quality, the Consignee shall be able to recover not only the damages as deemed fit but also towards the loss of goodwill of the Consignee, the Corporation will have right to cancel the contract and forfeit Security Deposit.. Not only this, the supplier shall remain responsible for all the legal consequences due to supply of substandard material/item. If corporation decides to get lab test from lad Accredited by NABL, and if material found not at par with given specifications prorata deduction will be made.

22. RIGHT TO REFUSE/REJECT THE SUPPLIES.

- (a) Ordered item shall conform to the quality specifications mentioned in ANNEXURE-5. The Consignee reserves the right to refuse to accept the supplied item, if found:-
 - (i) Inferior in quality & not in packing or not conforming to the specifications mentioned in ANNEXURE-5.
 - (ii) Other than specified and ordered by the Consignee,

OR

 - (iii) For any other sufficient reason at its discretion.
- (b) In case the supply of supplied item is rejected / the supply not accepted, shall be lifted by the supplier at his own cost and risk with in the period granted by the Consignee and in no case Consignee shall be liable for the supply not accepted.

(c) If the material fails in the testing (the testing charges of the same shall be recovered from the supplier).

23. The Corporation reserves the right to give preferential treatment to Govt. / Co-operative Institution in matters of approving rates and waiving off penalties etc.

24. PAYMENT

1. 100 percent payment will be made against supplies
 01. In case of Moong Dal, Maize, Chana Dal, (with in 15 days): Flavor (with in 30 days) and Sugar (with in 10 days) if found satisfactory by the consignee.
 02. In case of HDPE Bags, Liner, Laminated Film, Milk Powder, if bills are supported with in house lab report or report issued by the accredited lab regarding conformity with the specification (with in 30 days).
 03. In case of Refined Soya / Vegetable Oil, if bills are supported with in house lab report or report issued by the accredited lab regarding conformity with the specification (with in 07 days).
2. In case of Soya Flour, Soya Grit, Vitamin & Minerals Premix if bills are supported with test report regarding conformity with the standards issued by lab accredited by N.A.B.L. with in 30 days. (90 percent payment will be released if the material is received with in house lab report of supplier conforming to the quality parameters, balance 10 percent payment will be release only after receiving report as above).
3. The Corporation may consider advance payment in case of Sugar from Co-operative / Govt. production unit (clause 17.02) in case of direct supplies and not through broker/ agent.
4. The consignee may decide for second opinion from any accredited Lab by N.A.B.L. for conformity of the quality, in such case sealed sample will be sent to such Laboratory, 90% payment will be released within 15 days, as far as possible, from the date of receipt of verified bill from the consignee in the office of Managing Director of the Corporation (in case of Badi Plant) and within 15 days in case of other plants. (After ensuring deduction on account of any shortage, other visible damage, demurrage etc. if any) and remaining 10 % on receipt of test report as per clause 19.

25. PRICE FALL CLAUSE

(a) The price charged for the offered items supplied under the contract by the Bidder shall in no case exceed the lowest price on which the supplier sells to other parties Private or Government and Joint Sector plant.

(b) If at any time during the said period the Supplier reduces the sales price of such offered items or sells such items to any other person / organisation at a price lower than the price chargeable under the contract, the Supplier shall forthwith notify such reduction in the rate to the Corporation. The price payable under the contract for the item supplied after the date of coming into the force of such reduction in sale price shall stand correspondingly reduced. The Corporation shall be entitled to recover any amount paid to the supplier in excess in respect of sale, which takes place after the reduction of price, by the supplier.

26. NEGOTIATIONS

It is clarified that normally no negotiation on the offer will be held by the Corporation; therefore, the Bidder should quote their lowest prices only. The Managing Director of the Corporation may however decide to negotiate with the Bidders without assigning any reason thereof.

27. SECURITY DEPOSIT

The Earnest Money Deposit will be retained from the firm which is registered as a prospective supplier as Security Deposit. The Security Deposit will be refunded after the successful execution of order and after the expiry of the contract period or expiry of validity period whichever is later provided no dispute, claims or complaints exist for settlement and no interest shall be payable by an amount of security deposit.

- 28.** Weight of the packing material shall be excluded from the gross weight and net weight shall be considered as the quantity supplied.
- 29.** Submission of the Bid shall be deemed to be the acceptance by the bidder of all the terms & conditions herein.
- 30.** The Managing Director, of the Corporation reserves the right to impose penalties at his discretion for breach of the terms & conditions (commensurate with the losses incurred). Penalty for delayed supply will however be imposed as mentioned in clause 21. He may also cancel the order in part or completely, if there is breach of any of the above noted terms & conditions and recover the additional liability, incurred by the Corporation in the process from the defaulted supplier. In the event of cancellation of the contract, the security amount of the supplier shall stand forfeited without any liability to the Corporation.
- 31.** If anything regarding technical specifications is not clearly mentioned in the Bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) / FSSAI in that regard, if applicable.

- 32.** For any or all amendments, if, any, of the documents including extension of date etc. such amendments will be hoisted in the Corporation's website www.mpstateagro.nic.in. only and no further notification will be made in the news paper. Accordingly interested bidders are advised to keep close watch on the Corporation's website in their own interest.

It is also to be noted that any such amendments will be a part of the Documents and will be binding on the bidder and it will be presume that the bidder has satisfied himself about such amendments hoisted in website.

- 33.** All disputes and differences arising out of agreement or any breach of contract shall be referred to arbitration by the sole arbitrator Managing Director of the Corporation, arbitration's decision shall be final and binding on the parties. The provisions of Arbitration & Conciliation act 1996 shall apply to the proceedings before the Arbitrator.
- 34.** That if any dispute out of this registration and bid process before agreement is signed, it will be subject to the jurisdiction of the Hon'ble Madhya Pradesh High Court, Jabalpur only. After the execution of the agreement, if any dispute arises, clause 33 of this application form shall be applicable in that condition.

GENERAL MANAGER (POOSHAN AAHAR)
M.P. STATE AGRO INDUSTRIES DEV.CORPN.LTD.
BHOPAL

ANNEXURE-2

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPN.LTD.

PANCHANAN, 3RD FLOOR, MALVIYA NAGAR, BHOPAL www.mpstateagro.org

PERFORMA FOR REGISTRATION OF FIRM

1	Name and postal address of the Bidder	
2	Type of Bidder (Individual-Proprietary / Partnership /Pvt. Ltd / Limited	
3	Name and Designation of Autorised person as per Annexure 7	
	Phone no with STD code (Authorised person)	Office : Mobile : Residence
	Email address for all correspondence (See clause 17.01.01)	
4	Particular of the Registration certificate issued (as detailed in column 2 above address enclose partnership deed/ Memorandum & Articles of Association/ Society Registration, as the case may be).	Registration No. Date_____
5	G.S.T. Registration.	GST No.
6	Name/Names of Proprietors / Partners/Directors including full address	
7	Name and address of Bankers with Telephone Numbers	Name of the Banker Name of the Branch Place Tel.No._____
8	State whether producer-Manufacturer, Importer/Trader/Authorised Dealer (see clause 04)	_____
9	Whether Debarred or penalized by any Central/State govt. / Government organization at any time in last three years which is still applicable, If yes, give full details including copy of the letter.	Yes / No.
10	Have you ever supplied any item to this Corporation, If yes, give details of item and year of supply.	
11	Do you have any associate company(s)? if Yes give full details on address, nature and place of business.	
12	Do your Directors / Partners have interest in some Other Firm/Company/ Society. If yes, give details	
13	Is any of your relative working or serving in this Corporation in any capacity?	
14	Are you having any branch office in Madhya Pradesh? If yes, please give details of address, Telephone No. mail address etc.	
15	E.M.D. for registration	Amount : DD No. : Date :

(May use seperate sheet if needed)

(Signature of Bidder with seal)

UNDERTAKING FOR REGISTRATION AND FOR SUPPLY OF RAW MATERIAL
FOR THE YEAR 2017-18, 2018-19 AND ONWARDS

We hereby offer for the supply of confirming to the detailed specification mentioned in the annexure 3 or else where in the Documents and annexure.

We undertake to supply such quantities of as we may be called upon to the supply under the conditions hereto enclosed during allotted period from the date of execution of the agreement on the rates specified in the agreement at the places to be specified by the M. P. State Agro Industries Development Corporation Limited within 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.

If this offer is accepted, we hereby agree to abide by and fulfill all the terms and condition of contract annexed hereto and in default thereof to forfeit and pay to the M. P. State Agro Industries Development Corporation Limited or his successors, in office the penalties or sum of money mentioned in the said condition.

The sum of Rs..... (Rupees.....thousand) in the form of Earnest Money is herewith forwarded which shall be retained by the Managing Director of the M. P. State Agro Industries Development Corporation Limited, on account of Security Deposit specified in the clause of the said condition of contract, if this offer is accepted.

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

Signature of the Offerer With seal

Date:

Witness:

1.....

Name and Address

Witness:

2.....

Name and Address

TO BE SUBMITTED ON NON JUDICIAL STAMP PAPER OF Rs. 500/- DULY NOTORISED.

DRAFT AGREEMENT

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

AND

M/s. Having its office at through Shri..... designation.....(hereinafter referred to as the Supplier whose expression

unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited Tender for supply of

On the terms and conditions envisaged in the terms schedule issued with the Rate Contract Offer Document and purchased by the supplier.

AND WHEREAS the supplier has accepted, each and every term and condition contained in the Rate Contract Offer Document, while submitting his offer.

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance no.

.....dated in consideration of the premises and 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. The following documents shall form and be constructed a part of the Agreement Deed:-

- a. The Tender submitted by the supplier including all the annexure attached thereto.
- b. Schedule of specifications for supply of
- c. The letter of acceptance dated ----- issued by the Corporation.
- d. The offer submitted by the supplier.
- e. The rates mentioned in annexure to agreement.
- f.

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.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year referred to above.

GENERAL MANAGER (POOSHAN AAHAR)

SUPPLIER SIGNATURE WITH SEAL

WITNESSES:

WITNESS:

- 1.
- 2.

- 1.
- 2.

TO BE SUBMITTED BY SELECTED BIDDER ON NON JUDICIAL STAMP PAPER OF Rs. 1000/- DULY NOTORISED.

(AUTHORITY LETTER ON THE LETTER HEAD OF THE CONCERNING MANUFACTURER)

To

The Managing Director,
M.P. State Agro Industries Development Corporation Ltd.,
Panchanan, III Floor, Malviya Nagar,
Bhopal

Sub. : Authority Letter.

Dear Sir,

We, have gone through the terms and conditions and specification of And hereby authorised M/s for sale / supply of manufacture by us to M.P. State Agro Industries Development Corporation Ltd. for the period of 01.04.2016 to 31.03.2017. Attached please find herewith self attested copy of the following required documents :-

1. Copy of FSSAI License
2. Copy of PAN Card
3. Copy of CST / TIN No.
4. Copy of Import / Export Code No. (IEC)
5. BIS Certification

We hereby, undertake to supply the material as per specification of the Corporation.

Thanking you,

Yours faithfully

AUTHORISED SIGNATORY

NAME :

(NAME OF MANUFACTURER NAME OF AUTHORISED PERSON, DESIGNATION , SEAL AND SIGNATURE)

