



**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./2018/5057

Dated : 30.11.2018

ONLINE REGISTRATION OF SUPPLIERS FOR VARIOUS MATERIALS

Corporation invites Online application for 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 (1)SUGAR, (2) SOYA FLOUR & SOYA GRIT, (3) REFINED SOYA & VEGETABLE OIL, (4), VITAMIN & MINERAL PREMIX, (5) FORTIFIED RICE KERNELS, (6) MILK POWDER (7) CHANA DAL, MOONG DAL (8) MASALA WITH DOUBLE FORTIFIED SALT (DFS), (9) STEAM COAL (10) HDPE BAG AND (11) LAMINATED FILM (F.S.S.A.I. license not required for items at 9 to 11) up to 31.03.2020 and onwards. Due date of submission of online application alongwith EMD and Documents fee is 18.12.2018 up to 2.00 pm. For Online Registration please visit **www.mptenders.gov.in** . The detailed document and other information can be seen at Corporation's website **www.mpagro.org** and **www.mptenders.gov.in**. Updation /Amendments, if any, will be published only on **www.mpagro.org**. No further notification will be made in the newspapers.

GENERAL MANAGER (POOSHAN AAHAR)

list of mandatory documents to be uploaded and submitted in HARD COPY (self-certified with seal and signature) for ONLINE REGISTRATION FOR PERIOD ENDING ON 30.03.2020 AND ONWARDS

S.N.	TYPE OF DOCUMENTS	AS PER CLAUSE
01	Online Registration Document page no. 1 to 20	-
02	Annexure 1,2,3,4,7 and 8	
03	Annexure 5 (only for related item for which documents are submitted)	
04	Copy of valid F.S.S.A.I license (for traders/ producers/ manufacturers (showing capacity). Not required for Coal, HDPE Bags and Laminated film)	04 AND 7B AND ANNEXURE 5 OF RELATED ITEM
05	Self Certified copy of Valid license issued by Bureau of Indian Standards (BIS) for Milk Powder (1165:2002), valid Manufacturing Registration Certificate (License/ Acknowledgement EM Part II/ IEM Udhog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing HDPE Bags and Laminated Films and Registration with MSTC for Coal.	AS PER ANNEXURE 5 OF RELATED ITEM
06	Self Certified Copy of valid ISO 9001-2000 and HACCP or ISO-22000 Certificate where ever required.	AS PER ANNEXURE 5 OF RELATED ITEM
07	Scan copy of two demand drafts of documents fee and E.M.D. (original separate demand draft for both should be enclosed with hard copies)	CLAUSE 7 C, 10 AND PAGE 5
08	Authority letter for authorised signatory (in case of Limited/Pvt. Ltd. company - resolution of board of directors). Not applicable in case of Proprietorship firm if submitted by the proprietor himself.	CLAUSE 7 G ANNEXURE 8
09	Authority letter for dealer in annexure-7 with relevant documents	CLAUSE 7G ANNEXURE 7
10	Self Certified Copy of PAN card	CLAUSE 7 H
11	Self Certified Copy of AADHAR card of authorised signatory	CLAUSE 7 I ANNEXURE 8
12	Self Certified Copy of GSTN .	CLAUSE 7 H
13	Self Certified Copy GST return for the quarter ending on 31.10.2018	CLAUSE 7 H
14	Undertaking for registration (annexure-3) on non-judicial stamp paper of rs. 500/- duly notarized	CLAUSE 7 K
15	Experience certificate (where ever required) as per	ANNEXURE 5
16	Self Certified Copy of DIC certificate as per clause 8a. (If applicable)	CLAUSE 8 a



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DOCUMENTS OF REGISTRATION

FOR SUPPLY OF

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

**(PLEASE UPLOAD PAGE 1 TO 21 ANNEXURE 1 TO 4 AND ANNEXURE 7 AND 8.
PLEASE UPLOAD ONLY RELATED ANNEXURE 5)**

(IMPORTANT DATE FOR ONLINE REGISTRATION)

Sl. No.	Particulars	Timeline
1	Availability of Registration Documents on website www.mpagro.org	From 02.12.2018 to 18-12-2018 till 1:00 pm.
2	Uploading of Registration Documents at website www.mptenders.gov.in	The site is under updation. Please be ready for uploading required documents as detailed in page 2. We will be updating information at uploading on www.mpagro.org
3	Pre Bid Meeting	On 13.12.2018 at 12.30 pm at Mezzanine floor, Panchanan Building, New Market Bhopal
3	Last Date for Uploading and Submission of Document (envelop marked as 'C')	18.12.2018 till 02:00 P.M. Date of Submission of Hard Copies up to : 18-12-2018 by 2.00 pm Office of the Managing Director Panchanan, III Floor, Malviya Nagar, Bhopal 462003, (Madhya Pradesh)
4	Cost of Tender Document (Non Refundable). In Separate Envelop marked as 'A'	As detailed in column 5 of clause 10 of Annexure 1 in the form of Bank Draft Favoring "THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITE , payable at Bhopal.
5	Earnest Money Deposit (EMD) in Separate Envelop marked as 'B'	As detailed in column 6 of clause 10, clause 7c of Annexure 1
6	Opening of Technical Bids	On 18-12-2018 at 03.00 P.M.
7	Contract Duration	31-03-2020 and onwards

Note:

- 1- If on above dates is declared holiday next working day will be reckoned as date of opening .
- 2- Financial Bids will call separately from the successful Registered Firms in Annexure 6 as per clause 17.
- 3- The Annexure 1,2,3,4,7 and 8 are common for all the Items. Annexure 5 and 6 are different for each item. Please attach related annexure only.
- 4- Suppliers who are already registered with this corporation are required to participate again alongwith Earnest Money Deposit and Documents Fee. (Please note that EMD deposited earlier will be refunded and will not be adjusted)

GENERAL MANAGER (POOSHAN AAHAR)



**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

WORD	MEANING
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
S.R.L.M./DEPARTMENT	State Rural Livelihood Mission / Directorate of Woman and Child, Government of Madhya Pradesh or any other State.
F.S.S.A.I. License	Valid license issued by the Food Safety and Standard Authority of India as MANUFACTURER/ PRODUCER/ WHOLE SELLER / FOOD BUSINESS OPERATOR / TRADER as the case may be. Validity of license will be accepted as per rules in this regard.
N.A.B.L. Lab	Laboratory accredited by National Accreditation Board for Testing and Calibration.
Consignee	Incase of Corporation (Incharge, Badi Plant) In case of Joint sector Plant (Incharge of Joint Sector Plants), In case of SRLM (Incharge, SRLM Plant).
Bid /Application	Registration cum Bid Documents.
Bidder	The persons who submits the Documents and Bid.
Authorized person	The person who signs the Bid/Application and who is authorized to bind the bidder to the contract. (Proof of authorization shall be furnished in the form of Notorised power of attorney, which shall annex with the documents).
Supplier	Successful Bidder from whome Agreement is executed AND in whose name orders are placed as per rules.
Demand Draft	Demand draft of any nationalized bank favoring M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED payable at BHOPAL.
E.M.D.	Earnest Money Deposit.
S.D.	Security Deposit
Joint Sector	The plant established by the Corporation in Joint sector at Mandideep and Indore
Authority of Autorisation to submitt the Bid	In case of Public/Private Limited Company - as per Board resolution, In case of Partnership firm - Managing partner /Proprietorship firm - Proprietor
Plant where material is to be supplied	Badi (B), Joint Sector plant at Mandideep and Indore (JSP), Plants established by State Rural Livelihood Mission at Dewas, Dhar, Mandla, Hoshangabad, Sagar, Shivpuri and Rewa(SRLM)



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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 (else, clause 7 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 December 2018 onwards through Online Procedure.

(b) ONLINE REGISTRATION PROCEDURE

- 01.** The Corporation invites the application for Online Registration of suppliers for the year 2018-19 and 2019-20 (valid up-to 31.03.2020) and onwards (The Managing Director of the Corporation may extend the period for further six months).
- 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; interested eligible Applicant should Register him on the Portal and obtain (purchase) Online Registration Document. For complete online registration, procedures please visit **www.mptenders.gov.in** or www.mpagro.org. To participate Online Venders' Registration the bidder must have valid class 3 Digital Signature Certificate (which can obtained from any of authorized Firms) Bid Documents by downloading the same from website **www.mptenders.gov.in** and submit on the day and time as mentioned on page no. 3 . Registration may be suspended and/ or cancelled in the event as detailed in clause 17.01.viii or act of the supplier against any terms and conditions mentioned in Annexure 1 to 6

(c) 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, H.D.P.E. bags and Coal) 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 / IMPORTER	HAVING VALID LICENSE ISSUED BY THE F.S.S.A.I. AS PRODUCER / IMPORTER WITH ALL RELEVANT ANNEXURE WHERE IN ITEM IS MENTIONED IN THE LICENSE FOR WHICH THE APPLICATION IS 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 WHERE IN ITEM IS MENTIONED IN THE LICENSE FOR WHICH THE APPLICATION IS SUBMITTED INCLUDING CAPACITY.
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 IS SUBMITTED AND AUTHORITY OF THE PRODUCER AS DEFINED ABOVE, TO SUBMIT THE APPLICATION ON HIS BEHALF (SUBMIT ORIGINAL COPY ISSUED BY THE PRODUCER / MANUFACTURER). F.S.S.A.I. LICENSE OF PRODUCER/MANUFACTURER/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 until it reaches to the consignee's destination. A certificate as per Annexure 7 shall be produced by the authorized dealer.

(d) ONLINE REGISTRATION CUM BID DOCUMENTS

Only Online Registration along with EMD + Documents Fee will be accepted.

06. SUBMISSION OF THE BID :

Financial Bids will call separately through Online Procedure on www.mptenders.gov.in from the successful 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 only.
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 alongwith Demand Draft of E.M.D.+ Documents fee should be submitted before opening of the Online Registration (2.00 PM ON 18.12.2018) at office of the Managing Director, M.P. State Agro Ind. Dev. Corp. 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.mptenders.gov.in and www.mpagro.org. 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 (E.M.D. + Documents Fee) 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/Milk Producers in Co-operative Sector/ Govt. Sector/ Public Sector Undertakings and Government undertakings are exempted from depositing E.M.D. **Undisputed S.D. of registered venders of 2018-19 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 filed for the period ending on 30th September, 2018 and self certified copy of the Permanent Account Number (PAN) issued by the Income Tax department in the name of the Bidder (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 concerned 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. Samples of For MOONG DAL, Chana Dal are to be submitted physically on/before the date and time of calling Financial Bid, 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.
 - l. Original authorization in Annexure 8 in not enclosed.
- 08.** a). As per the policy of the State Government in respect of purchase of items for the use of the Corporation/SRLM, 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/SRLM plants).
- b). **To give preference to Manufacturers/ Producers of Madhya Pradesh** - In case lowest rate received from the Bidder situated out of Madhya Pradesh, 50 percent order of required quantity will be placed with him and balance 50 percent will be placed with bidder/bidders of Madhya Pradesh, only if, they are agreeable to supply the material in time and on lowest rate so received. Price preference of any kind will not be allowed (This clause will be applicable to only those Traders/Dealers of Madhya Pradesh if the principal **Manufacturers/ Producers place of Manufacturing /Production is situated in Madhya Pradesh**).

09. EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD) will be as mentioned in column 6 of clause 10

(e) 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.

(f) Earnest Money of unsuccessful Bidder will be refunded as early as possible.

(g) Earnest Money of successful Bidder will be adjusted against Security

Deposit (S.D.) 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	SPECIFICATI ONS	ELIGIBILITY	DOCUMENT FEE	EMD	RATE DURATION*	PLANTS OF SUPPLY
1	2	3	4	5	6	7	8
1	SUGAR (S-30)	AS PER IS:5982-2003	PRODUCER/ TRADER	15,000	10,50,000	ONE TIME	B, SRLM
2	SOYA FLOUR AND SOYA GRIT	AS PER IS:7836-1975 (Reaffirmed 2005)	PRODUCER	20,000	12,50,000	MONTHLY	B, JSP, SRLM
3	A. REFINED SOYA OIL	AS PER IS:4276-1977 (Reaffirmed 2000)	PRODUCER / AUTHORISED DEALER	20,000	11,50,000	ONE TIME	B, SRLM
	B. REFINED VEGETABL E OIL	AS PER ANNEXURE		20,000	11,00,000		B, SRLM
4	VITAMIN AND MINERAL PRE-MIX	AS PER ANNEXURE	PRODUCER	15,000	3,20,000	QUARTERLY	B, JSP, SRLM
5	RICE KERNELS	AS PER ANNEXURE	PRODUCER	10,000	1,00,000	QUARTERLY	B, JSP, SRLM
6	MILK POWDER	IS:1165-2002 MARK	PRODUCER / AUTHORISED DEALER	30,000	33,00,000	MONTHLY	B, JSP, SRLM
7	CHANA DAL, MOONG DAL	AS PER F.A.Q.	PRODUCER/ TRADER	15,000 20,000	8,50,000 11,50,000	MONTHLY	B, JSP, SRLM
8	MASALA		PRODUCER /	10,000	1,50,000	QUARTERLY	B, JSP,

	(DOUBLE FORTIFIED SALT,TERM ERIC,RED PIPPER, GARAM MASALA)	F.P.O./ AG-MARK/ ISI Mark	AUTHORISED DEALER				SRLM
9	LAMINATED FILM	AS PER ANNEXURE	PRODUCER	12,500	5,00,000	MONTHLY	B, JSP, SRLM
10	HDPE BAGS	AS PER IS:12100-1987 (Reaffirmed 1997)	PRODUCER	2,000	1,00,000	MONTHLY	B, JSP, SRLM
11	STEAM COAL	5000 K Kal/hr	TRADER	10,000	1,00,000	MONTHLY	B, SRLM

*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 (RISEN). (B)
02. Joint Sector Plants are at Mandideep & Indore. Joint Sector Plants will procure material from registered suppliers with the Corporation only. (JSP)
03. Plants are being established by SRLM at DEWAS, DHAR, HOSHANGABAD, MANDLA, SHIVPURI, SAGAR and at REWA. (SRLM)

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 which shall accompany the Bid (in original) else bid will not be accepted.

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 bidders 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 the copy of TOLL RECEIPTS from the place of origin / production to place of Consignee if demanded to do so.

01. Procedure of calling rates

- i. 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 through 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.
- ii. No claim of any kind in relation to the rate comparison will be entertained.
- iii. 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).
- iv. In the event of date of offer being holiday, next working day will be reckoned as valid for acceptance etc.
- v. 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.
- vi. The rates must be quoted in words and figures free from all escalations F.O.R. destination R.T.E. Plant, Badi (District Raisen) / Mandideep / Indore /Dewas/ Dhar/ Hoshangabad/ Shivpuri/ Mandla/ Sagar/ Rewa Plant (consignee) exclusive 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 .
- vii. In case of any difference in words and figures of the quoted rates, lesser rate shall be considered.
- viii. If any registered supplier do not quote rate for continuously three times, the registration may be suspended for ONE 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 during currency of the agreement.

- ix. 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.
- x. Rates for Oil, Sugar and Coal for Joint Sectors will be called by them directly from Registered suppliers.
- xi. Rates given to the Joint sectors will always subject to clause 25.
- xii. It is clarified that normally, no rate negotiation will be done; therefore, Bidder should quote their lowest prices only. The Managing Director of the Corporation reserves the right to give counter offer as decided by the him to the eligible lowest Bidder (L1 and /or L2) or ask all eligible Bidders to resubmit their rate in a manner as informed on the email provided by the them in Annexure 2 (This process shall be called Snap Bidding).

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.

04. Procedure of purchase for SRLM Plants:

SRLM plant Chief Executive Officer (CEO) 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

Material will be accepted only if it full fills the quality parameters by testing in in-house lab. 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, and Milk Powder. 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. Coal calorie testing will be done through authorised lab.

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/SRLM 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/SRLM plants, 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/SRLM 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 lab 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) 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 and Rice Kernels and Coal, 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 and confirmed by in-house lab of the consignee; balance 10 percent payment will be release only after receiving report as above).

3. 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 newspaper. 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.nic.in.
 PERFORMA FOR REGISTRATION OF FIRM

1	Name of Individual Firm/Company State Private or Public Limited / Co-operative Institution.	----- -----
2	Complete Postal address of the individual Firm/Company including name of Principal Officer/Person /Chairman/Managing Director	-----
	PHONE NO.	Office : Mobile : Residence
	Fax. No.	Office _____ Factory : _____
	Email address	
	Mailing Address (See clause 17.01.01) Name and Designation and Mobile phone number of Contact person for all the matters.	NAME : DESIGNATION : MOBILE :
3	Particular of the Registration certificate issued	Registration No. Date _____
4	G.S.T. Registration.	GST No. _____ Date: _____
5	Name/Names of Proprietors / Partners/Directors including full address (enclose partnership deed/ Memorandum & Articles of Association/ Society Registration (as the case may be).	_____
6	Name and address of Bankers with Telephone Numbers	Name of the Banker Name of the Branch Tel. No. -----
7	State whether Manufacturer / Distributor / Supplier/ Dealer.	_____
8	Whether Debarred or penalized by any Central/State govt. organization at any time If the reply is yes, when & why give proper details.	Yes / No.
9	Have you ever supplied any item to this Corporation, If yes, give details of item and year of supply.	
10	Do you have any associate company(s)?	
11	Do your Directors / Partners have interest in some other Firm/Company/ Society. If yes, give details	
12	Is any of your relative working or serving in this Corporation in any capacity?	
13	Are you having any branch office? If yes, please give details of address, Telephone No. Fax No. etc.	
14	E.M.D. for registration	Amount : DD No. : Date :

(Signature of Bidder with seal)

UNDERTAKING FOR REGISTRATION AND FOR SUPPLY OF RAW MATERIAL

FOR THE PERIOD ENDING ON 31.03.2020 AND ONWARDS

We hereby offer for the supply ofconfirming to the detailed specification mentioned in the annexure 5 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.

"We 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.

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.