



THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL

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**ONLINE
TENDER DOCUMENT**

FOR SUPPLY OF

**THERMIC FLUID HEATER - COAL FIRED
CAPACITY: 2 LAC KCAL / HR**

DUE ON 25.04.2018



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT Corporation LIMITED

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

No. HO/RTE/SRLM/52/06

Dated: 03.04.2018

E-Tender Notice

Online Tenders are invited for the following items:-

TENDER NUMBER	PARTICULARS	TENDER DOCUMENTS FEE	E.M.D.
01.	AIR COMPRESSOR, REFRIGERATOR DRYER AND LINE FILTER	5,000	60,000
02.	ELECTRONIC WEIGH BRIDGE	10,000	85,000
03.	LABORATORY EQUIPMENTS	12,500	1,25,000
04.	OIL TANKS	10,000	90,000
05.	AUTOMATIC FORM FILL AND SEAL MACHINE	15,000	3,85,000
06.	THERMO PACK	12,500	1,65,000
07.	T.T.O. PRINTERS	10,000	90,000
08.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT SHIVPURI	15,000	5,00,000
09.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT MANDLA	15,000	5,00,000
10.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT SAGAR	15,000	5,00,000
11.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT DEWAS	15,000	5,00,000
12.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT DHAR	15,000	5,00,000
13.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 2500 MT S.N.F. EVERY MONTH AT REWA	15,000	5,00,000
14.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 600 MT S.N.F. EVERY MONTH AT HOSHANGABAD	15,000	3,50,000
15.	FULLY AUTOMATIC PLANT FOR PRODUCTION OF 900 MT S.N.F. EVERY MONTH AT BADI (RAISEN)	12,500	1,25,000

Tender documents for above tender can be purchased by paying online at www.mpeproc.gov.in by 25/04/2018 up to 14.00 hrs, and can be submitted by 15.00 hrs on the same day. The detailed tender and other information can be seen at Corporation's website www.mpagro.org and www.mpeproc.gov.in. Amendments, if any, will be published only on above websites. No further notification will be made in the news papers.

GENERAL MANAGER (RTE)

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

This document contains 23 pages as below:

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MEANING OF THE WORDS USED IN THIS DOCUMENT

1.	The Corporation / MPSAIDC	-	M.P. State Agro Industries Development Corporation Ltd.
2.	Beneficiary/ Consignee	-	The C.E.O. M.P. State Rural Livelihood Mission/ and The Corporation.
3.	Application forms/ the document	-	Application forms and all other relevant annexure/ documents
4.	The Bid/Tender		The Bid or tender submitted by the Bidder
5.	Bidder/Tenderer	-	The Manufacturer/ Authorized Distributor who submit Bid for supply of Items as per document.
6.	The Supplier	-	The successful Bidder from whom agreement is executed.
7.	Documents	-	The Tender/Bid documents with all attached Annexure.
8.	Authorized person -	-	The person who signs the bid 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).
9.	EMD	-	Earnest Money Deposit
10.	Department	-	M.P. State Rural Livelihood Mission.
11.	The Corporation		M P State Agro Industries Development Corporation Ltd Bhopal
12.	Managing Director	-	Managing Director of M P State Agro Industries Development Corporation Ltd Bhopal

General Terms and conditions

GENERAL TERMS AND CONDITIONS

A. DISCLAIMER

Though adequate care has been taken in the preparation of this TENDER document. The Bidder should satisfy himself that the document is complete in all respect. Intimation of discrepancy, if any, should be informed to the Corporation before 16.04.2018 up to 1.00 pm through email or in writing. In case of non-receipt of such intimation, it shall be deemed that the Bidder is satisfied that the document is complete in all respects.

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.

B. DOCUMENT FEE, EMD AND SCHEDULE OF TENDER BIDDING PROCESS

NO EXEMPTATION IS APPLICABLE FOR TENDER DOCUMENT FEE AND EMD

The Tender Document (TENDER) is invited under E- Tender system. Bidding process will have following steps:

Tender Document Fee	Rs 12,500 (shall be paid online)
Earnest Money Deposit (EMD)	Rs. 1,65,000 (shall be paid through Demand Draft (scan copy of DD shall be uploaded on the portal)
Date and time of start of purchase and submission of Tender Documents	2:00 PM ON 05.04.2018
Date and time of end of submission of Bids (Technical/Financial Bids both)	UP TO 3:00 PM ON 25.04.2018
Date and time of opening of Technical Bid	4.00 PM ON 25.04.2018
Tentative date and Time of opening of Financial Bids of qualified Bidder	Will be published on Notice Board and WEBSITE of the Corporation.

- C. Opening date of Financial bid of eligible Bidder will be published on Notice Board and uploaded on website of the Corporation as Corrigendum. Each stage of bidding process will take place at scheduled in B above on the date and time mentioned against them. However if there is any change in the date and time, information will be uploaded on Corporation's web site as corrigendum and will be informed to the bidder through e mail address as given in Annexure VI .

SPECIFICATIONS OF THERMIC FLUID HEATER- COAL FIRED

CAPACITY: 2 LAC Kcal / Hr

01. INCLUSIONS

- Main chimney, air and flue gas ducting, Duct connection from bypass damper to chimney.
- Thermic fluid storage tank, Make-up pump.
- Thermic fluid and drain piping up to/from terminal points.
- All civil and structural work for installing the Thermopac, Thermic Fluid preheater.
- Electrical work up to our control panel, motors, instruments and controls.
- Labor, tools and tackles, utilities (air, gas, etc.) and consumables required for assembling, erecting and commissioning the Thermopac, Thermic Fluid preheater. Spares for installation, operation and maintenance of Thermopac/Dust Collector / Thermic Fluid preheater.
- Fuel, diesel, lubricants, thermic fluid, water, instruments and accessories for commissioning, operation and performance testing.
- Structural platforms, approach ladders, etc. for access to various parts of the system.
- All insulation, wherever required apart from coil.
- All Refractory Lining wherever applicable.
- 11.All fuel and ash handling equipment. Welding Machine, Gas Cutting Set, Crane, Lodging and Boarding & conveyance will be on your account (if required).
- Unloading on foundation, erection & commissioning.
- Drawings to provide : General arrangement and terminal points, layout, foundation details (not foundation design), electrical wiring diagram, P&I diagram and refractory drawing.
- Documents to be provided: Installation manual, operation and maintenance manual.
- Assistance/: Selection and installation of the accessories Guidance.
- Any other items not specifically mentioned in our Bid.

02. SPECIFICATIONS

01. HEATER

- One heat exchanger consist of two Concentric Convective coil fabricated out of high heat resistant Boiler Tube - BS 3059 (Thk: 3.66) assembly to make three flue gas passes housed in M.S. fabricated shell with inlet / outlet header.
- Furnace with Grate Bar, Doors.

- Air Pre Heater.
- Multi clone Dust Collector.
- Thermic Pump(Air Cool) With required HP Electrical Motor.
- ID fan with Motor.
- FD fan with Motor.
- Expansion Tank Mounting Structure (minimum two meter above top of Roaster Height).
- Refractory Bricks - Cement Material with labor job at site.
- Electric & Control Panel.
- All Instruments, Controls & Safeties where Required.
- All Interconnecting Ducting up to Chimney.
- M.S Fabricated Chimney with Foundation Bolt, Self Support as per IS 6533 specifications, with Ladder access upto top. Emission norms as per CPCB norms (SMP LEVEL ≤ 100 mg/m³) (Top Dia: as per design, Height 30 METER).
- Pipe Line Work with Valve, Pipe, Bend, Flange, & Insulation. (TFH TO ROSTER MAXIMUM LENGHT AS REQUIRED AT PLANT)
- Soot blower for auto cleaning of coil.

02. AUXILIARIES

- One Induced Draft Fan – Vee belt drive with motor base frame. damper on suction of ID fan.
- One Thermic Pump with Electrical Motor.
- One Air Preheater.
- One Dust Collector.
- One F.D.FAN With Electrical Motor.
- One Dust protected, pre-wired control panel with necessary switchgear, power and control circuitry.
- One Deaerator cum expansion tank consisting of expansion, deaerator and buffer vessels, gauge glass assembly and level switch. Nozzles are provided for inlet and outlet on deaerator, for drain on buffer vessel and for overflow, air vent and top up on expansion vessel. With Expansion Tank Structure (Height as required).
- One Safety package with switches, pressure gauges etc.
- One Furnace to I.D. Fan flue gas passing duct & furnace Primary & Secondary Air

03. NOZZEL WITH DAMPER & DUCT

- One Thermic Fluid Heater Pipe Line with All Valve, Pipe , Bend, Flange With Insulation .

- Main Pipe Line SIZE: 2.5” Return & Forward Line) (Boiler House Pipe Line, & Boiler to Plant Forward Line & Plant to Boiler Return Line). (Joint ROSTER 2 NO.).
- TFH TO ROASTER LENGTH AS REQUIRED. WITH ALL PIPE LINE INSULATION.
- One M.S. Fabricated Chimney With Bottom Cone, Main hole, Foundation Bolt , Plat- Form With Stair, Air pollution point. With Aluminum paint, Lightening Arrestor with G.I. Str. Size: Top Dia: 250 x Bottom Dia: 700 X 30 meter height).

04. INSTRUMENTS, CONTROLS AND SAFETIES

- One Pressure indicator on thermic fluid inlet line indicating Coil inlet pressure.
- One Pressure indicator on Thermic fluid outlet line indicating Coil outlet pressure.
- One Temperature indicator cum controller for combustion control on thermic fluid inlet line.
- One Temperature indicator-cum-alarm on Unit outlet.
- One Set of Audio-visual alarms for abnormal working conditions.
- One Safety Relief valves on Thermic fluid outlet line.
- One DP switch across coil (Only for across coil).

05. ELECTRICALS

- Control Panel incorporating main isolating switch, necessary contactors, relays, timers, fuses etc.

06. FUEL : COAL : MANUAL FIRING

- 07. Thermo pack will be selected on the basis of efficiency of the coal energy in to thermic fluid i.e. Bidder is required to give details on per hour of coal consumption to get output temperature of 260 ° centigrate.**

MAKES FOR MAJOR COMPONENTS

SR. NO.	COMPONENTS	TYPE	MAKE
1	Motors	TEFC Induction	CROMPTON/ BARAT BIJLI SIEMENS
2	Thermic Fluid pump(Air Cool)	Centrifugal	KSB/INVESTA /RONAK
3	ID FAN FD FAN	Belt drive Direct drive	UNIMAX/JAINAM /LAXMI/AIRTECH
4	Variable Speed Drive	TEFC	Delta
5	Gear Box.	NU	TECHCON/JALAR AM /GREAVES
6	Geard Motor.	NU	SUDARSHAN /JALARAM / GREAVES
7	Expansion tank	Dished end	OWN FEBRICATION
8	DP Switch	Diaphragm	INDFOSS / SIEMENS
9	Switchgear	Electro- mechanical	SIEMENS / L&T / TC
10	Temperature indicator-cum- controller	Digital	MULTISPAN /SELECT

Eligibility Criteria

1. The Bidder should be a Manufacturer.
2. The Bidder should have valid license issued by Government authority on or before 31st March 2014 and renewed subsequently for manufacturing of **THERMIC FLUID HEATER/BOILER/HEATER.**
3. The Bidder should have supplying capacity and financial resources to supply 7 Thermo pack Compressor as per specifications within 3 month from the date of purchase order.
4. The Bidder should have capacity to installed Thermo pack at all 7 locations within 60 days from the date of supply or within 150 days from the date of order, which ever is less.
5. The Bidder should have experience in supply of 3 Thermo pack of same or higher capacity in every financial year total 14 compressors of same or higher capacity in last 3 financial years (FY14-15 to FY16-17) directly by manufacturer or through dealer network.
6. The Bidder should submit **EMD for Rs 1,65,000 (Rs. One Lac Sixty Five Thousand only)** along with the tender.
7. The Bidder should have **minimum average Turnover of Rs 210.00 lac in** last 3 financial years (FY 14-15, FY 15-16, FY 16-17) with a minimum turnover of **Rs. 42.00 lac in each financial year.**
8. The Bidder is ready to install the complete unit at the places mentioned at G of Annexure VI.

Mandatory Documents

Envelope A (Technical Documents)

All the Mandatory Documents listed below are to be uploaded on or before 25.04.2018 up to 3:00 p.m. (in JPG or PDF format only, in minimum resolution of 100 DPI.) (Self Certified with Seal and signature). Documents uploaded in any other format will not be considered

In accordance with the procedure, the sealed cover containing hard copies of the documents should be dropped in the tender box separately kept in Mezzanine floor Panchanan Bhawan Malviya Nagar Bhopal on or before 25.04.2018 up to 03:00 PM

1. Copy of manufacturing license of the principal manufacturer from valid license issued by Government authority on or before 31st March 2014 and renewed subsequently for manufacturing of **THERMIC FLUID HEATER /BOILER /HEATER.**
2. List of Clients where **THERMIC FLUID HEATER** of 2,00,000 K Cal or more have been supplied.
3. EMD for Rs. **1,65,000 (Rs. One Lac Sixty Five Thousand only)** by way of Demand Draft drawn in favour of "MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION Ltd" payable at Bhopal is to be enclosed to the tender document.
4. Certificate of Annual Turnover for last three years issued by Chartered Accountant showing **minimum Annual Turnover of Rs. 42.00 lac in each financial year and average minimum turnover of Rs 210.00 lac in last 3 financial years (FY 14-15, FY 15-16, FY 16-17).**
5. Copy of GSTIN No. and Registration Certificate issued by Government of India.
6. Copy of PAN Card
7. Copy of Aadhar Card of Authorised signatory
8. Copy of latest GST Returns filed by the Firm.
9. Complete tender document duly filled in, signed and stamped page 1 to 11 and 13 to 23. (Financial Bid page no 12 to be uploaded separately).

Those Bidder who become eligible during the verification of their technical documents, will be eligible for opening of FINANCIAL BID.

**FINANCIAL BID FOR THERMIC FLUID HEATER -
COAL FIRED CAPACITY : 2 LAC KCAL / HR**

The price is to be quoted in the Performa given below through online (i.e., the price bid is to be uploaded through e-portal).

01. NAME OF THE BIDDER

PARTICULARS	AMOUNT
PRICE OF THE ITEM AS PER ANNEXURE I INCLUSIVE OF LOADING-UNLOADING, INSURANCE, SPERVISION , ERECTION AND COMMISSIONING, PACKING CHARGES ETC.	
GST (%)	
THERMIC FLUID (Heat transfer Oil for bulk oil temperatures up to 300 Degree centigrade) (Please mention quantity and rate per barrel of 210 Ltr.)	
G.S.T (%)	
INSTALLAION AND FREIGHT	
OTHER CHARGES (IF ANY)	
GST (%)	
TOTAL RATE OFFERED	

Amount in words Rs. only)

01. The above rates are inclusive of all taxes and duties FOR places as detailed in Annexure V at sr. no. G.
02. The rate includes installation /commissioning and training charges.

SIGNATURE OF THE BIDDER

Note: if the rate of GST is different on above items, bidder is requested to quote the rate accordingly.

INSTRUCTION FOR BIDDERS

- A. The Tender is invited under e-tendering system from the manufacturers or their authorized dealer/distributor
- B. The Bidders are required to read carefully the terms and conditions of document and submit documents / relevant information mentioned in TENDER document which is available on website only after affixing their digital signatures as a token of acceptance.
- C. Any amendment(s) in the document including extension of date etc., such amendment(s) will be hoisted on the Corporation's website www.mpagro.org. & on www.mpeproc.gov.in. No further notification will be published 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 part of the Bid
- D. The Bidders will have to get registration with www.mpeproc.gov.in for e-tendering, without registration Bid cannot be uploaded on portal. To participate in Online TENDER interested Bidder will require Registration at Portal and valid class 3 digital signature certificates. Any charge/fee required for registration by www.mpeproc.gov.in is to be paid by Bidder.
- E. The TENDER document is available on website www.mpagro.org of the corporation & on www.mpeproc.gov.in .
- F. TENDER Document can be downloaded by paying on-line payment Rs 12,500/- (Rs. Twelve Thousand Five Hundred Only) on www.mpeproc.gov.in as the price of document.
- G. Place of supply

S.N.	PALCE	QUANTITY
01	SHIVPURI	1
02	DHAR	1
03	DEWAS	1
04	SAGAR	1
05	MANDLA	1
06	REWA	1
07	HOSHANGABAD	1

1. TENDER SUBMISSION:

- a. The applicant should pay Rs. 12,500/- through online portal www.mpeproc.gov.in. On payment of application fee, the tender document can be downloaded from website www.mpstateagro.org. But the application fee is to be paid online only through www.mpeproc.gov.in
- b. All the documents which are uploaded are to be submitted in the form of hard copy duly self-attested, stamped in the Tender Box kept in the office of MPSAIDC Ltd, Panchanan, 3rd Floor, Malviya Nagar, Bhopal before 3 PM on 25.04.2018. The sealed envelope should be super scribed with **“TENDER FOR SUPPLY AND INSTALLATION OF THERMIC FLUID HEATER -COAL FIRED CAPACITY : 2 LAC Kcal / Hr”**
- c. No Bid shall be considered valid if a manufacturer submits more than one Bid or authorizes the submission of more than one Bid on its behalf.

- d. The Bid will be valid for a period of Three Month (90 days) from the opening of Financial Bid.

2. TERMS OF PRICE QUOTE:

- a. The RATE is to be quoted in the prescribed proforma through online (i.e., the price bid is to be uploaded through e-portal).
- b. The rate quoted is applicable for supply of with **“TENDER FOR SUPPLY AND INSTALLATION OF THERMIC FLUID HEATER - COAL FIRED CAPacity : 2 LAC Kcal / Hr”**.
- c. The rate should be FOR destination, inclusive of all taxes.
- d. The rate should be inclusive of Supervision, installation, Insurance, Packing and forwarding.
- e. Bidder needs to arrange for temporary electric connection for any purpose at his own.
- f. **It is clarified that no other charges will be paid except the rate given in annexure IV (financial bid).**

3. NEGOTIATION:

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 Committee to the eligible lowest Bidder or ask all eligible Bidders to resubmit their offers of a plant in closed envelop at such place, date and time as may be determined in this regard (This process shall be called Snap Bidding).

4. EARNEST MONEY DEPOSIT (EMD):

Rs. ONE LAC SIXTY FIVE THOUSAND ONLY

- a. On Earnest Money Deposit, no interest will be paid.
- b. The Earnest Money Deposit Demand Draft should be in favor of "THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD" payable at Bhopal. In the absence of EMD, tender will not be accepted.
- c. EMD will be returned only after work is allotted, agreement signed and necessary Bank Guarantee is submitted as required as per clause 13.
- d. Earnest Money Deposit of unsuccessful Bidder will be refunded as early as possible.

5. OPENING OF TENDER:

- a. The Sealed envelop super scribed with **“TENDER FOR SUPPLY AND INSTALLATION OF THERMIC FLUID HEATER - COAL FIRED CAPacity : 2 LAC Kcal / Hr”** (physical copy of the tender)

will be received in the office of MPSAIDC Panchanan, 3rd Floor, Malviya Nagar, Bhopal up to 03:00 PM on 25.04.2018.

- b. The uploaded technical bids of tenders will be opened at 03:30 PM on 25.04.2018 in the presence of Bidders or their authorized representatives.
- c. In case, the technical bids are not opened on the schedule date & time, due to some reason, the next date and time of opening of technical bid will be displayed on the notice board of the Corporation or it will be informed to Bidders or their representatives.
- d. The date of opening of Financial Bid of only qualified Bidders will be displayed on the notice board of the Corporation, published on the Corporations WEBSITE and will be informed by email as informed by the bidder as per Annexure VI.

6. PROCESS OF OPENING OF THE TENDERS:

- a. The technical bids received shall be opened on the due date and time as notified. All technical papers submitted therein shall be examined by the Competent Authority. During such scrutiny if any additional information is required, the same shall be asked for.
- b. The Competent Authority shall, while doing scrutiny, refer to both the online documents received and also physical (hard copies) submitted by the bidder.
- c. Such bidders who qualify the technical criteria laid down in this tender shall be notified about the date and time of opening of the financial bids.
- d. The financial bids shall be opened in the presence of bidders or their authorised representative if they chose to represent.
- e. The chart of the price bids received shall be prepared plant wise.
- f. The competent authority shall first examine the rates received and where it considers that revised bids needs to be called for. It shall take reference to clause 3 of Annexure- V for that particular plant.
- g. If after opening price bids and where applicable taking reference of clause 3 of Annexure- V he competent authority considers the rates to be unreasonable bids of the same shall be rejected. The competent authority shall thereafter prepare the chart of the price bids received of those plants where the rates received are considered to be reasonable. Thereafter the plant wise chart shall be prepared in the order of tender number. Where bidder is L-1 for more than one plant he will be considered for award of the same in the order of such tender numbers subject to terms and conditions contained herein.

7. THE EARNEST MONEY DEPOSIT (EMD) WILL BE FORFEITED UNDER THE FOLLOWING CIRCUMSTANCES:

Earnest Money shall be forfeited if the Bid is withdrawn:-

- a. At any time prior to its rejection.
- b. Before or after the acceptance is communicated to the Bidder.
- c. If the successful Bidder fails to execute the agreement within 10 days of date of letter of acceptance.
- d. In case, it is found that the Bidder has given wrong information or submitted wrong documents in the tender, the concerned firms will be De-barred for a period of three years from participation in the tenders called by the Corporation, besides forfeiting EMD.

8. EXECUTION OF AGREEMENT:

- a. The Corporation will intimate the successful Bidder regarding acceptance of his offer and inform him to execute an agreement. In case the Bidder fails to execute agreement within time limit the EMD deposited by Bidder shall be forfeited.
- b. The successful Bidder shall have to execute an agreement as per Annexure **IX** with the Corporation. The agreement will be executed on non-judicial stamp paper of Rs. 1000/-, the cost of the same will be borne by the Bidder.
- c. After execution of Agreement the Bidder will be called supplier.

9. PROCEDURE & TIME SCHEDULE FOR SUPPLY OF MATERIAL:

- a. As per the time schedule stipulated by the Corporation, it is necessary that the all the materials and equipments (herein after called as the plant) are to be supplied at the destination within 90 days from the date of order. Further 60 days will be allowed for installations i.e total 150 days will be allowed for a trial run from the date of order.
- b. It is the responsibility of the supplier to effect quality supplies as per the order.
- c. In case, the supplies are delayed by the supplier, the loss caused to the Department /Corporation due to delay, the supplier will be made responsible for which the recovery of the loss amount will be made from BANK GURANTEE of the supplier, depending upon the cost of the material.The amount to be recovered will be decided by the Managing Director of the Corporation and it would be binding on the supplier.

10. ORDER PROCEDURE:

- a. The orders issued by the Corporation for supply of material are subject to change regarding date and place of destination. If any changes are there, they will be communicated to the supplier. According to new schedule, the supplier has to supply the material at the approved rate. If unexpected changes take place, the Corporation will not be able to pay extra amount for the material supplied.

- b. Any damages/ breakdowns or losses caused during transportation of material or loss occurred due to theft, fire accident, breakage etc. the supplier will responsible and will bear the loss and the Corporation will not be responsible. It is advised that Bidder should take necessary insurance coverage for such losses.

11. AUTHORITY FOR ACCEPTING/ NON-ACCEPTING OF THE MATERIAL:

It is necessary that the supplier has to abide the instructions for supply of ordered quantity within time stipulation. Under the following conditions, the supplied material can be rejected:

1. If the supplied materials are not in accordance with specifications or ordered quantity.
2. In case, the consignment is received after expiry of time schedule.

In the above circumstances, if the consignment is not accepted, the supplier has to take back the material as per the time schedule indicated by the Corporation at its own cost. Under any circumstances, the Corporation will not be responsible for any loss occurred due to return of goods

12. WARRANTY

Warranty will be TWO YEARS from the date of successful trial run.

The supplier shall remain responsible against any manufacturing defect and malfunctioning of any equipment /instrument/. The same is required to be replaced / repaired with same make and brand with in 3 days from the date of complaint in writing by the factory incharge.

13. BANK GUARANTEE

After award of work bidder will sign an Agreement as per Annexure XIII and furnish following Irrevocable Bank Guarantee:-

1. Bank guarantee equivalent to 50 % of the total order value valid for 6 months from the date of agreement (If advance required).
2. Bank guarantee for 10 % of the order value valid for two years from the date of agreement (in both the cases as detailed hereunder in point 15 and 16).

14. Inspection by the designated committee will be carried out for all the materials of Compressor. The due payment will be made only after getting satisfactory report from the committee (except 50 percent payment against Bank Guarantee).

15. PAYMENT SCHEDULE (AGAINST BANK GURANTEE)

PATICULARS	PAYMENT	REMARKS
On submission of bank guarantee of 50 percent of order value	50 percent of order value as advance payment.	Advance shall be paid along with order to supply the Compressors after agreement.
On supplying compressor at destination and submitting BILL for advance payment along with details of item supplied and value thereof (As mentioned in Financial Bid).	Maximum up to 25 percent of the total value of the order or actual witch ever is less.	It shall be paid when value of the total Compressors supplied exceeds 50 percent of the total value of the order.
On successful TRIAL RUN	Balance 25 percent of the total value of the order.	Bank Guarantee of 50 percent will be returned.

16. PAYMENT SCHEDULE (WHERE BIDDER CHOOSE NOT TO TAKE ANY ADVANCE)

100 % payment will be made within 30 days from date of **SUCCESSFUL TRIAL RUN** on submitting verified bills. Bank Guarantee of 10 % of the total order will be released only after 2 years from the date of successful trial run.

17. TENDER OPENING SCHEDULE:

The schedule date for opening of tender is as per the Point B in General Terms & Condition section. In case, above schedule date is announced as a holiday, the next working day will be the date of opening of tender as per schedule time of 04:00 PM.

18. PURCHASE FROM SC/ST CATEGORY ENTREPRENEURS:

As per the state Govt. Policy, if the SC/ST entrepreneur participate in the tender and submits certificate of special caste category of SC/ST from concerned Departments and fulfills the terms & conditions of the tender, they will get a minimum 30 percent work i.e. at 2 places, if they agree to accept lowest price received in financial bid.

19. Once the Bidder submits the tender, it is understood that Bidder has gone through all the terms & conditions of the tender and accepted them. The Bidder should sign all the documents of the tender.

20. The Managing Director of the Corporation reserves the right to amend/modify partially/completely or repeal the terms & conditions of the tender if exigencies required doing so without any notice.

21. SETTLEMENT OF DISPUTES:

Any disputes or differences which may arise between Bidder and Corporation, it is to be amicably settled and the Managing Director of the Corporation will be the arbitrator. If amicable settlement cannot be reached, the court of Bhopal

only shall have the jurisdiction to deal with and decide any legal or dispute arising between them.

22. FORCE MAJEURE CLAUSE:

If at any time during the currency of contract the performance in whole or in part by either party or any obligation under this contract is prevented /delayed by reasons of any war, hostility, acts of the public enemy, civil commotions sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strike. lockouts or acts of God (hereinafter referred to as eventualities) then neither party will be way of such eventuality be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such nonperformance or delay in performance (provided notice of the happening of any such eventualities is given by either party to the other within 21 days from the date of occurrence thereof) Deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or cease to exist.

23. The Managing Director of the Corporation subject to clause 20 mentioned above may extend time limit maximum up to 4 weeks and imposing penalty up to Rs 25,000/- The Managing Director of the Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred)which may be revoking Bank Guarantee and/or debarring the supplier for maximum period of 3 years to supply all materials, whatsoever may be, to/through this Corporation.

24. Please note that **Annexure VII** i.e. **Affidavit** is to be submitted on non judicial stamp of Rs 500/--

25. For all legal proceedings, the District Court Bhopal will have jurisdiction.

General Manager
(RTE)

DETAILS OF THE BIDDER

To

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

Subject:- DETAILS ABOUT THE BIDDER

Dear Sir,

We are submitting our bid for **SUPPLY AND INSTALLATION OF THERMIC FLUID HEATER - COAL FIRED CAPacity : 2 LAC Kcal / Hr"**. Our other relevant details are as under :-

Name & Address of the Applicant Firm
If Proprietorship
a) Name of Proprietors
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	
Name and address of all Directors as on 12.03.2018	
Registered Office of the Company	
Date of Certificate of Incorporation	
Memorandum & article of Association (submit copy)	
Location of Production units	
Year of Establishment of the units.	
E-mail address for all future correspondence	
Name of Person Singing the TENDER (In Case Of Authorized Person Specific Power of Attorney has to be submitted)

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

Seal & Signature of the Bidder
or their authorized Representative

Note: Separate sheet may be used if necessary

AFFIDAVIT

We.....hereby offer for the supply and installation of "**THERMIC FLUID HEATER - COAL FIRED CAPacity : 2 LAC Kcal / Hr**" 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 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 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 undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition. In case of any dispute or discrepancy in the submitted rates we will be solely responsible. In such case the Corporation will be free to recover the losses or impose penalties as decided by the Managing Director of the Corporation.

We hereby agree to abide by and fulfill all the terms and conditions of tender document and annexure there to. In case of any default, the Corporation will be free to forfeit EMD as per clause 7 of annexure V .

The sum of **Rs.1,65,000 (Rs. One Lac Sixty Five Thousand only)** in the form of Demand draft is herewith enclosed as Earnest Money Deposit which shall be retained by The MP State Agro Industries Development Corporation Limited till satisfactory completion of order.

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.

Note: To be submitted on non judicial stamp of Rs 500.00

Authorization Certificate
(On Manufacturers letter Head)

NOT APPLICABLE

DRAFT AGREEMENT

This agreement made at Bhopal this day ofbetween 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 Document (TENDER) for supply and installation of **THERMIC FLUID HEATER - COAL FIRED CAPacity : 2 LAC Kcal / Hr"** 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 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.

For Supplier

.....
.....

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LIMITED

Signature with Office Seal

General Manager (RTE)

Witnesses 1 2

Witnesses 1 2