



**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**

PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL

PHONE - 0755-2551652, 2551756, 2761392 FAX 0755-2557305,

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WEBSITE: [www.mpagro.org](http://www.mpagro.org)

**ONLINE  
TENDER DOCUMENT**

**FOR SUPPLY AND INSTALLATION OF  
THERMAL TRANSFER OVER PRINTER (TTO PRINTER)**

**DUE ON 25.04.18**



**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/52/07

Dated: 03.04.2018

**E -Tender Notice**

Online Tenders are invited for the following items:-

<b>TENDER NUMBER</b>	<b>PARTICULARS</b>	<b>TENDER DOCUMENTS FEE</b>	<b>E.M.D.</b>
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](http://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](http://www.mpagro.org) and [www.mpeproc.gov.in](http://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 20 pages as below:

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## MEANING OF THE WORDS USED IN THIS DOCUMENT

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

## 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 10,000 (shall be paid online)
Earnest Money Deposit (EMD)	Rs. 90,000 (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	<b>Will be published on Notice Board and WEBSITE of the Corporation.</b>

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 FOR TTO PRINTER**

**Technical Specifications for Thermal Transfer Overprint Printer.**

01. Printer should be integrated With VFFS Machines for printing Date, Batch code, and Barcodes.
02. Printer should be able to print in one to Four lines from 2mm to 4 mm character Height, and also must be able to print the Dynamic Barcodes in future.
03. Printer should automatically adjust the print head & Ribbon position for print to reduce the setup time. Automatic Dead Dot detection system to eliminate Faulty Codes.
04. Printer Should Run with or without Compressed Air.
05. Printer Must Have Ribbon Saving Modes features built in for better optimization of ribbons.
06. Each Printer must be supplied with individual Controller/Keypad/Touchpad for Message Creation/Edition & for ease of operator handling at shop floor.
07. Printer must have additional Port for data transferring & Receiving like USB & Ethernet Port.
08. Printing is to be done on laminated roll. The printing should be of Uniform High Quality & Ink used in ribbon should be of good quality, Printing shall be Permanent, Non fadable in Moisture & on Rubbing
09. Each Printer must be supplied with Brackets for mounting of printer on VFFS Machines. All the tool & tackles (Drilling, Welding) required at site will be in supplier scope only.

**Scope Of Work:**

01. Supply, installation & Commissioning of printers. As per the specification mentioned above & specified in Tender.
02. Supplier will provide training to operators & to the Staff.
03. Supplier will Provide Basic tools & tackles for maintenance along with Machine.

Eligibility Criteria

Eligibility Criteria

1. The Bidder should be a Manufacturer or Authorized Distributor.
2. One manufacturer should be represented as Bidder either by themselves or by authorizing distributor.
3. 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.
4. The Bidder should have supplying capacity and financial resources to supply 23 TTO Printers as per specifications within 3 month from the date of purchase order.
5. The Bidder should have capacity to installed 23 TTO Printers at all 8 locations within 60 days from the date of supply or within 150 days from the date of order, which ever is less.
6. The Bidder should have experience in supply of 9 TTO printers of same or higher capacity in every financial year total 46 TTO Printers of same or higher capacity in last 3 financial years (FY14-15 to FY16-17) directly by manufacturer or through dealer network.
7. The Bidder should submit **EMD for Rs 90,000 (Rs. Sixty Thousand only)** along with the tender.
8. The Bidder should have **minimum average Turnover of Rs 92.00 lac in** last 3 financial years (FY 14-15, FY 15-16, FY 16-17) with a minimum turnover of **Rs. 19.00 lac in each financial year.**
9. The Bidder is ready to install the complete unit at the places mentioned at G of Annexure VI.

**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

01. Copy of manufacturing license of the manufacturer from District Industries Department.
02. In case Bidder is Authorized distributor, a written consent from the manufacturer to exclusively participate in this tender.
03. EMD for Rs. 90,000 (Rs. Ninety 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.
04. Certificate of Annual Turnover for last three years issued by Chartered Accountant showing **minimum Annual Turnover of Rs. 19.00 lac in each financial year and average minimum turnover of Rs 92.00 lac in last 3 financial years (FY 14-15, FY 15-16, FY 16-17).**
05. Copy of GSTIN No. and Registration Certificate issued by Government of India.
06. List of Clients where identical or of more capacity of compressor are supplied.
07. Copy of PAN Card.
08. Copy of Aadhar Card of Authorised signatory.
09. Copy of latest GST Returns filed by the Firm.
10. Complete tender document duly filled in, signed and stamped page 1 to 8 and 10 to 20. (Financial Bid page no 9 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 SUPPLY AND INSTALLATION TTO PRINER**

The price is to be quoted in the proforma given below through online (i.e., the price bid is to be uploaded through e-portal). The price should be quoted for one unit F.O.R. destination.

01. NAME OF THE BIDDER .....

<b>PARTICULARS</b>	<b>BASIC PRICE</b>	<b>G.S.T.</b>	<b>TOTAL</b>
Intermittent TTO Printer With Controller, Power Supply (Auto Ranging), Input Output Connector, Head Cleaning Wipes. Thermal Transfer Ribbon. Black-resin, 4-rolls with each printer. Brackets for printer mounting Relay + Cable Installation & Training			
Freight			
Any other item not included above (please give details)			
<b>TOTAL RATE OFFERED</b>			

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**

**INSTRUCTION FOR BIDDERS**

- A. The Tenders are invited under e-tendering system from the Manufacturer/Authorised 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](http://www.mpagro.org). & on [www.mpeproc.gov.in](http://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](http://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](http://www.mpeproc.gov.in) is to be paid by Bidder.
- E. The TENDER document is available on website [www.mpagro.org](http://www.mpagro.org) of the corporation & on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) .
- F. TENDER Document can be downloaded by paying on-line payment Rs 10,000/- (Rs. Ten Thousand Only) on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) as the price of document.
- G. Place of supply

S.N.	PALCE	QUANTITY	SPECIFICATION
01	SHIVPURI	3	AS PER ANNEXURE I
02	DHAR	3	AS PER ANNEXURE I
03	DEWAS	3	AS PER ANNEXURE I
04	SAGAR	3	AS PER ANNEXURE I
05	MANDLA	3	AS PER ANNEXURE I
06	REWA	3	AS PER ANNEXURE I
07	HOSHANGABAD	2	AS PER ANNEXURE I
08	BADI (RAISEN)	3	AS PER ANNEXURE I

**1. TENDER SUBMISSION:**

- a. The applicant should pay Rs. 10,000/- through online portal [www.mpeproc.gov.in](http://www.mpeproc.gov.in). On payment of application fee, the tender document can be downloaded from website [www.mpstateagro.org](http://www.mpstateagro.org). But the application fee is to be paid online only through [www.mpeproc.gov.in](http://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 25.04.18. The sealed envelope should be super scribed with "TENDER FOR SUPPLY AND INSTALLATION OF TTO PRINTER"

- 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 **"TENDER FOR SUPPLY AND INSTALLATION OF TTO PRINTER"**.
- 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. **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. NINETY 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 TTO PRINTER"** (physical copy of the tender) will be received in the office of MPSAIDC Panchanan, 3<sup>rd</sup> Floor, Malviya Nagar, Bhopal up to 03:00 PM on 25.04.18.
- b. The uploaded technical bids of tenders will be opened at 4.00 PM on 25.04.18 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 the 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 material is to be supplied AND installed to the destination points as detailed in page no 11sr no G within 90 days from the date of order including fitting.
- b. It is the responsibility of the supplier to effect supplies as per the ordered quantity.
- 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, EMD/ Security deposit 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:

- a. If the supplied materials are not in accordance with specifications or ordered quantity.
- b. 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/ Automation/ Electrical installation. The same is required to be replaced / repaired with same make and brand within 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:-

- a. Bank guarantee equivalent to 50 % of the total order value valid for 6 months from the date of agreement **(If advance required)**.
- b. 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 / equipments of the plant. 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 GUARANTEE)

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 TTO printers after agreement.
On supplying material 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 whichever is less.	It shall be paid when the cost of plant and machinery 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, any time before the bid due date.

**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 per week of such delay . 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 TTO PRINTER".**  
Our other relevant details are as under :-

Name & Address of the Applicant Firm	..... .....
<b>If Proprietorship</b>	.....
a) Name of Proprietors	..... .....
b) Full Address	..... .....
c) PAN number /GSTN No	..... .....
<b>If Partnership</b>	
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..... .....
<b>If Limited or Pvt. Limited Company under Indian Companies Act 1956.</b>	.
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 **"SUPPLY AND INSTALLATION OF TTO PRINTERS"** 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. 90,000 (Rs. Ninty 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)

This is to certified that M/s ----- having registered office at ----- is our authorized distributor for Madhya Pradesh for product----- manufactured by this company.

We have gone through the terms and condition of Tender Document invited by this corporation which is due on .....2018 and M/s ----- is only authorized to submit Tender Document for **"SUPPLY AND INSTALLATION OF TTO PRINTERS"** on behalf of our company.

We undertake that as a manufacturer, we are also responsible for the quality of material supplied against this contract through authorized distributor.

Authorized Signatory  
Seal  
Name and Designation

Note :

- *To be submitted in original.*
- *In Case of Company it should be supported with board resolution. In other case it should be issued by Proprietor/ Managing Partner.*

**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 Document (TENDER) for "**SUPPLY AND INSTALLATION OF TTO PRINTERS**" 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