



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 AND INSTALLATION OF
OIL TANK**

DUE ON 04.04.2018



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/6922/04

Dated: 12.03.2018

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 04/04/2018 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 20 pages as below:

| Sno | Particulars | Annexure no | Page No |
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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. Day State Rural Livelihood Mission/ and The Corporation. |
| 3. | Application forms/ the document | - | Application forms and all other relevant annexure/ documents |
| 4. | Bidder | - | The Manufacturer/ Authorized Distributor who submit Bid for supply of Items as per document. |
| 5. | The Supplier | - | Firm whose name is registered against this Tender |
| 6. | EMD | - | Earnest Money Deposit |
| 7. | Department | - | M.P. Day State Rural Livelihood Mission/ and The Corporation. |
| 8. | 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 24.03.2018 up to 2.00 pm. 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 appended 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 and 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 13.03.2018 |
| Date and time of end of submission of Bids(Technical/Financial Bids both) | UP TO 3:00 PM ON 04.04.2018 |
| Date and time of opening of Mandatory Documents / Technical Bid | 3.30 PM ON 04.04.2018 |
| Tentative date and Time of opening of Financial Bids of qualified Bidder | Will be published on Notice Board and WEBSITE of the Corporation. |

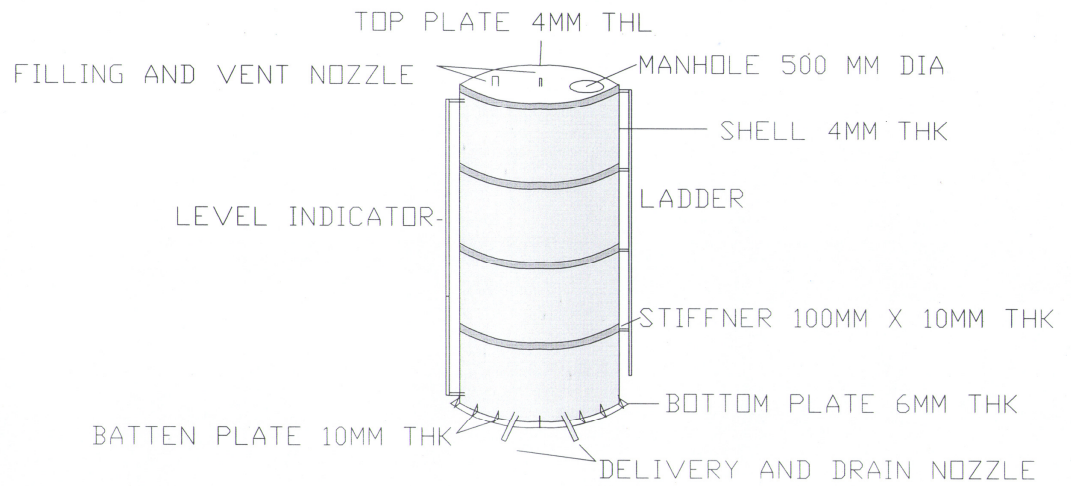
Opening date of Price bid of eligible Bidder will be published on Notice Board and website of the Corporation. Each stage of bidding process will take place on the date and time mentioned against them. However if the date and time is changed / postponed, information in this regard will be published on Corporation's web site. Other documents and instructions are given in this document.

- C. **TECHNICAL SPECIFICATION FOR ITEM AT ANNEXURE I (PAGE 6 AND 7)**
- D. **BIDDER SHOULD FULFILL ELIGIBILITY CONDITIONS AS PER ANNEXURE II (PAGE 8)**
- E. **BIDDER SHOULD SUBMIT DOCUMENTS GIVEN AS PER ANNEXURE III (PAGE 9)**
- F. **BIDDER SHOULD SUBMIT FINANCIAL BID AS PER ANNEXURE IV (PAGE 10)**
- G. **BIDDER SHOULD FOLLOW TENDER INSTRUCTION AS PER ANNEXURE V (PAGE 11 TO 16)**
- H. **BIDDER SHOULD SUBMIT APPLICATION FORM AS PER ANNEXURE VI (PAGE 17)**
- I. **BIDDER SHOULD SUBMIT AFFIDAVIT AS PER ANNEXURE VII (PAGE 18)**
- J. **BIDDER SHOULD SUBMIT AUTHORIZATION LETTER IN CASE BIDDER IS AUTHORIZED DEALER / DISTRIBUTOR AS PER ANNEXURE VIII (PAGE 19)**
- K. **SUCCESSFUL BIDDER SHOULD SUBMIT DRAFT AGREEMENT AS PER ANNEXURE IX ON NON-JUDICIAL STAMP PAPER OF RS 1000/- FOR WHICH BIDDER SHOULD BEAR THE COST. (PAGE 20)**

1.SPECIFICATIONS FOR OIL TANK

| SN | DESCRIPTION | QTY | UNIT | PURPOSE |
|----|---|-----|------|-------------------------------------|
| 1 | MS PLATE 4MM THK, IS 2062, SIZE 1.25 X 2.5 MTR | 13 | NOS | SHELL |
| 2 | MS PLATE 4MM THK, IS 2062, SIZE 1.25 X 2.5 MTR | 2 | NOS | TOP PLATE |
| 3 | MS PLATE 6MM THK, IS 2062, SIZE 1.5 X 3.0 MTR | 2 | NOS | BOTTOM PLATE |
| 4 | MS FLAT 100MM X 10 MM THK | 32 | MTR | STIFFNER SUPPORTS |
| 5 | MS FLAT 200 X 200MM , 10 MM THK | 8 | NOS | BATTEN SUPPORT |
| 6 | ISMC 100 | 5 | MTR | TANK RESTING STRUCTURE |
| 7 | MS NIPPLE IS:1239 ERW C CLASS,SIZE: 50 NB, 200 L | 3 | NOS | FILLING, DRAIN AND DELIVERY NOZZLES |
| 8 | MS NIPPLE IS:1239 ERW C CLASS SIZE: 15 NB, 200 L | 2 | NOS | FOR LEVEL INDICATOR |
| 9 | MS NIPPLE IS:1239 ERW C CLASS SIZE: 25 NB, 200 L | 1 | NOS | FOR VENT |
| 10 | MS PIPE IS 1239, 40 NB ERW B CLASS | 15 | MTR | FOR MONKEY LADDER |
| 11 | WCB-3PIECE VALVE FLANGE TYPE ASA 150 CLASS SIZE 50 NB | 3 | NOS | FILLING, DRAIN AND DELIVERY NOZZLES |
| 12 | WCB-3PIECE VALVE FLANGE TYPE ASA 150 CLASS SIZE 15 NB | 2 | NOS | FOR LEVEL INDICATOR |
| 13 | BREATHER VALVE FLANGE TYPE ASA 150 CLASS SIZE 25 NB | 1 | NOS | FOR VENT |
| 14 | LEVEL INDICATOR 15 NB TUBE , 5 MTR HEIGHT | 1 | NOS | LEVEL INDICATOR |

- The whole tank is to be de-rusted by matt wheel and out side is painted with two coats of Red oxide primer and two coats of Epoxy paint of Yellow color.
- The Bidder need to install 2 tanks at each location at the specified place with required civil work and fitting of pipe line up to way bin. Charges of pipe line fitting should be given per running feet including all required accessories.



MS TANK 2.5 M DIA, 5.0 M HEIGHT

Eligibility Criteria

1. The Bidder should be a Manufacturer/Fabricator.
2. The Bidder should have supplying and installation capacity and financial resources to supply 16 (Sixteen) pieces of 25 KL oil tank as per specification within 90 days from the date of order at the places mentioned at G of Annexure VI.
3. The Bidder should submit **EMD for Rs 90,000 (Rs. Ninety Thousand only)** along with the tender.
4. The Bidder should have **minimum Annual Turnover of Rs 78.75 lacs of Fabrication** in every financial year during any of last 3 financial years (FY 14-15, FY 15-16, FY 16-17).

Mandatory Documents

Envelope A (Technical Documents)

All the Mandatory Documents listed below are to be uploaded on or before 04.04.2018 upto 03:00 p.m. (in JPG or PDF format only, in minimum resolution of 100 DPI.) (Self Certified with Seal and signature). Document 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 RTE section on or before 04.04.2018 up to 03:00 PM

1. Copy of Establishment of Shop issued by Labour department.
2. EMD for Rs. 90,000 (Rs. Ninty 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
3. Certificate of Annual Turnover for last three years issued by Chartered Accountant showing minimum Rs. 78.75 lacs only turnover in every financial year during last three financial years.
4. Competency certificate issued by Chartered Accountant for supply of 18 Piece of 25 KL tanker as per specification in 90 days from the date of order.
5. List of Buyers to whom you have supplied 20 oil takers in last three financial years must be attaches with satisfactory report.
6. Copy of GSTIN No. and Registration Certificate issued by Government of India.
7. Copy of PAN Card
8. Copy of latest GST Returns filed by the Firm.
9. Complete tender document duly filled in, signed and stamped page 1 to 9 and 11 to 20. (Financial Bid page no 10 to be uploaded separately).

Those Bidder who become eligible during the verification of their technical documents, will be eligible for opening of Commercial/ Price bid.

Financial Bid

FOR SUPPLY AND INSTALLATION OF OIL TANKS

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

| PARTICULARS | BASIC PRICE | G.S.T. | TOTAL |
|--|--------------------|---------------|--------------|
| BASIC PRICE OF THE EQUIPMENTS AS PER ANNEXURE 1.1 | | | |
| CIVIL WORK | | | |
| FITTING CHARGES (UP TO WAY BIN) PER RUNNING FEET AS PER ANNEXURE 1.2 | | | |
| OTHER CHARGES (IF ANY) | | | |
| 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

INSTRUCTION FOR BIDDERS

- A. The Tender is invited under e-tendering system from the manufacturers/fabricator only.
- 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 10,000/- (Rs.Ten Thousand Only) on www.mpeproc.gov.in as the price of document.
- G. Place of supply

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

1. TENDER SUBMISSION:

a. The applicant should pay Rs. 10,000/- 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 04.04.2018. The sealed envelope should be super scribed with **"TENDER FOR SUPPLY AND INSTALLATION OF OIL TANKS"**

- c. Each applicant is eligible to submit only one tender. 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 SIX MONTHS for acceptance.

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 OIL TANKS**"
- c. The price quote should be the lowest. Only L1 rate will be considered to award order, subject to clause 3.
- d. The Bidder should quote price on online portal only.
- e. The rate should be FOR destination, inclusive of all taxes.
 - f. The rate should be inclusive of Supervision, installation, Insurance, Packing and forwarding.
- g. **IT IS CLERIFIED 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 rates only. However if rate received is not reasonable, the Managing Director of the Corporation may decide to give counter offer of the rates decided by the Corporation to the Lowest Bidder (L-1).

4. EARNEST MONEY DEPOSIT (EMD):

Rs. FIFTY THOUSAND ONLY

- a. On Earnest Money Deposit, no interest will be paid.
- b. The Earnest Money Deposit Demand Draft should be in favor of "**M.P. State Agro Industries Development Corporation Ltd**" payable at Bhopal. In the absence of EMD, tender will not be accepted.

5. OPENING OF TENDER:

- a. The Sealed envelop super scribed with "**TENDER FOR SUPPLY AND INSTALLATION OF OIL TANKS**" (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 04.04.2018.
- b. The uploaded technical bids of tenders will be opened at 03:30 PM on 04.04.2018 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. THE EARNEST MONEY DEPOSIT (EMD) AND/OR BANK GURANTEE (BG) WILL BE FORFEITED UNDER THE FOLLOWING CIRCUMSTANCES:

- (a) Earnest Money shall be forfeited if the Bid is withdrawn.
- (i) At any time prior to its rejection.
 - (ii) Before or after the acceptance is communicated to the Bidder
 - (iii) If the successful Bidder fails to execute the agreement within 10 days of date of letter of acceptance.
 - (iv) 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 Tender, besides forfeiting EMD / Security Deposit.
 - (v) In case, the successful Bidder fails to supply the ordered quantity of material within the stipulated time. (EMD+BG)
 - (vi) If the successful Bidder fails to supply the material as per specifications prescribed. The Corporation may instruct for replacement with quality material in stipulated time and the successful Bidder again fails to do so. (EMD+BG)
 - (vii) In case, Bidder undertakes any action that is detrimental to the procedure/reputation of the Corporation. (EMD+BG)
- (b) Earnest Money Deposit of unsuccessful Bidder will be refunded as early as possible.
- (c) Earnest Money Deposit of successful Bidder will be adjusted against Security Deposit (SD) at the time of the execution of the agreement.
- (d) No interest will be paid on Earnest Money and or Security Deposit.

7. 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.

8. 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 at the destination points as detailed in page no 11 sr no G within 90 days from the date of order including fitting. Further 60 days will be allowed for installations.

- b. It is the responsibility of the supplier to effect supplies as per the ordered quantity.
- c. In case, the consignment is not supplied and installed within time schedule, the consignment shall be accepted only as per the consent of the concerned department.
- d. 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.

9. 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.

10. 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.

11. WARRANTY AND PAYMENT:

i. Bank Guarantee (for 50 % advance payment and 50 % balance payment)

| WARRANTY PERIOD | BANK GURANTEE | REMARKS |
|---|--|-----------------------------------|
| 2 YERAS FROM DATE OF SUCCESSFUL TRIAL RUN | 10 % OF THE ORDER VALUE VALID FOR TWO YEARS. | BANK GURANTEE WILL BE IRREVOCABLE |

ii. Advance Payment and balance payment

| PAYMENT % | DETAILS | REMARKS |
|------------------|----------------------------|---|
| 50 % | ADVANCE WITH ORDER | ON SUBMISSION OF IRREVOCABLE BANK GURANTEE OF 50 % OF THE ORDER VALUE, VALID FOR 1 YEAR. |
| 50 % | AFTER SUCCESSFUL TRIAL RUN | WITHIN 30 DAYS FROM RECEIVING VERIFIED BILL IN TRIPLICATE. BANK GURANTEE OF 50 % WILL BE RETURNED AT THE TIME OF PAYMENT. |

Total bank guarantee of 10% and 50% as above is required for advance payment.

iii Payment without Bank Guarantee

90 % payment may be considered with in 30 days from TRIAL run without any Bank Guarantee on submitting verified bills. Balance 10 % payment will be released after 2 years from the date of 90 % payment.

WARRANTY - against any manufacturing defect and mall functioning of any equipment/instrument. The same is to be required replace/repair with same make and brand with in 15 days from the date on complaint in writing by the factory incharge.

12. TENDER OPENING SCHEDULE:

The schedule date for opening of tender is 04.04.2018. 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 03:30 PM.

13. 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 2 plants of 2500 M.T. and material at sr no 01 to 07 of E Tender notice at page 02.

14. 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.
15. 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 to do so without any notice.
16. **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.
17. **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.
18. The Managing Director of the Corporation subject to clause 15 mentioned above may extend time limit maximum up to 4 weeks and imposing penalty up to Rs 1,00,000
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 forfeiture of SD, 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.
19. Please note that **Annexure VII** i.e. **Affidavit** is to be submitted on non judicial stamp of Rs 500/--
20. For all legal proceedings, the District Court Bhopal will have jurisdiction.

Signature of the Bidder
and seal

General Manager
(RTE)

Application Form

To

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

Subject:- Tender Document for "SUPPLY AND INSTALLATION OF OIL TANKS"

Dear Sir,

Kindly accept our application for Tender Document for "OIL TANKS" at various places in the state of Madhya Pradesh. I am submitting Bid and details as per your prescribed document.

| | |
|--|--------------------------------|
| 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 of "**TENDER FOR SUPPLY AND INSTALLATION OF OIL TANKS**" 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/SD and Bank Guarantee, as per clause 18 of annexure V .

The sum of Rs. 90,000 (Rs. Ninty thousand only) in the form of Demand draft is herewith enclosed as Security 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 OIL TANKS**" 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