

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

**NOTICE INVITING CONTRACT OFFERS FOR SUPPLY BIOGAS APPLIANCES
FOR THE YEAR 2010-11**

SEALED Offers in prescribed Rate Contract documents are invited only from manufacturers for supply of I.S.I marked accessories viz. Biogas Stoves with flexible pipe , HDPE Pipes, Non ISI water base epoxy paint. And for Non ISI marked Biogas accessories from authorised distributors of pressure regulator, water remover, biogas lamp, Half turn valve, Stainless steel ball valve with tufflon packing, etc. for use in biogas plant's .

The Rate Contract documents will be available up to 1.00 PM till 29.06.2010 against cash payment of Rs. 500/- by hand or Rs. 550/- if documents desired through post . The offers in the prescribed forms, complete in all respect , will be received in the tender box kept in the NCE Section of this office along with E.M. Deposit of Rs.25,000/- by way of Bank draft only ,(the offerer whose E.M.D. is already having with this corporation, need not Deposit E.M.D. again) upto 2.00 p.m. on 29.06 .2010 and the same will be opened on the same day at 3.00 p.m. in presence of the offerers or their authorised representative who wish to be present.

Detailed offer documents may also be seen at our website www.mpstateagro.nic.in

The Managing Director reserves all the right to accept or reject any or all offers without assigning any reason whatsoever.

INCHARGE (NCE)

RATE CONTRACT OFFER DOCUMENTS

Rate Contract Documents consisting of Rate Contract Notice, form, conditions & specifications for supply of ISI marked accessories viz biogas stoves, HDEP Pipe , Flexible pipe etc. and for Non-ISI marked accessories viz Pressure Regulator , Water based Epoxy Paint , Water remover ,Lamp for use on Biogas plants due on 29.06.2010 at 3.00 p.m. etc.

Received Rs. Vide MR No.....date.....issued on M/s.
.....towards the cost of offer
documents.

**EXECUTIVE ENGINEER (NCE)
MP STATE AGRO IND.DEV.CORPN.LTD
BHOPAL..**

Last date of issue of documents	: 1.00 p.m. on	29-06-2010
Last date of acceptance of offer in Tender Box	: 2.00 p.m. on	29-06-2010
Date of opening of offers	: 3.00 p.m. on	29-06-2010

RATE CONTRACT OFFER FOR SUPPLY OF

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**WE,.....M/s
..... hereby tender
for the supply to the EXECUTIVE ENGINEER (NCE) Madhya Pradesh State
Agro Industries Development Corporation Limited, Panchanan, 3rd floor,
Malviya Nagar, Bhopal, conforming to the detailed specifications in Annexure-
II of this Rate Contract documents.**

**We undertake to supply such quantities of Biogas Accessories we may
be called upon to supply under the conditions hereto enclosed at Annexure-1
during the allotted period from the date of execution of the agreement, on the
rates specified in the agreement, at the places to be specified by the MP State
Agro Industries Development Corporation Limited, within the specified
delivery period.**

**Should this offer be accepted, we hereby agree to abide by and fulfill all
the terms of this offer and all the conditions of contract annexed hereto or in
default thereof to forfeit and pay to the MP State Agro Industries Development
Corporation Limited , the penalties or sum of money mentioned in the said
conditions.**

**The sum of Rs.------(Rupees-----)
only in the form of bank draft is herewith forwarded towards Earnest Money
which shall be retained by the EXECUTIVE ENGINEER (NCE), MP State Agro
Industries Development Corporation Ltd, on account of the Security Deposit .**

Date:..... Offerer's Signature-----

Witness(Name & Signature)

Address..... Address:.....

.....

**The Rate Contract Offer is hereby accepted by me on behalf of the MP State
Agro Industries Development Corporation Limited.**

Date:-----

Signature of Authority of accepting R.C.Offer

Annexure - I

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD
"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOAPL-462003

CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. SEALED offers for rate contract are invited on behalf of The M.P. State Agro Industries Development Corporation Ltd for the purchase of Biogas Accessories in the prescribed form upto 2.00 p.m. on 29-06-2010 and will be opened on the same day at 3.00 p.m. in the presence of manufacturers or authorized distributors or their authorized agents who choose to be present.
2. It is obligatory for the offerer to purchase the R.C. documents. other wise, offers from them will not be opened/accepted.
3. Rate contract offer documents can be obtained on payment of Rs. 500/- (non refundable) and in case the documents are required by post, a sum of Rs. 50/- will be charged extra. Corporation will not be responsible for any kind of postal delay.
4. The documents will be available at the above office during working hours of the working days up to 1.00 p.m. on 29.06.2010
5. Rate Contract Offers received after the due date and time,. as stated above will not be considered. When the offers are delivered by special messenger they should be deposited in the tender-box kept in the above office on or before 29-06-2010 up to 2.00 p.m. on working days, during working hours. Nobody is authorized to receive or grant receipt for a R.C. offer delivered through special messenger.
6. The M.P. State Agro Industries Development Corporation Ltd, will not be responsible for delay on any account in receipt of R.C. documents. if the rate contract offers are received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever, the same shall not be considered,

Telegraphic/Fax offers shall not be considered.

7. ELIGIBILITY CRITERIA.

The Offerer (for ISI marked accessories biogas stoves with flexible pipe and HDPE pipe) should be manufacturer of the Items being quoted. The Offerer shall have to enclosed sufficient documents in support of his status of being manufacturer. A self certified photocopy of valid ISI licence should also be submitted & for Non ISI marked biogas accessories authorized distributors-ship certificate should be submitted in original .

SUBMISSION OF RATE CONTRACT OFFER.

8. Not more than one rate contract offer will be accepted from any **manufacturer/ offerer**. If an individual participates in the rate contract offer, representing more than one firm in one or different names and if it comes to our notice such offer (s) will not be entertained.
9. EARNEST MONEY : The offerer has to submit E.M.D of Rs. 25,000/- by way of DD only in favour of MP State Agro Industries Development Corporation Limited, Bhopal, along with the offer. (the offerer whose E.M.D. is already having with this corporation, need not Deposit E.M.D. again)
9.1 No offer will be entertained without deposit of desired amount of Earnest Money.
10. Offer should be accompanied by latest Income tax clearance certificate and sales tax clearance certificate or an undertaking in form "U"
11. Valid authority letter from the Principal / manufacturer should also be submitted in case the offerer himself is not the manufacturer.
12. The offer should give complete specifications and make of the materials offered separately and enclose the same with the offer forms wherever applicable. Offers must be sent properly sealed to the **EXECUTIVE ENGINEER (NCE)** MP State Agro Industries Development Corporation Limited, Bhopal, either by registered post well in advance of last date of personally inserted in the tender box kept in the office on or before the due date and time. The Corporation will not be responsible for any delay in postal delivery of the offer.
13. On the envelope containing Rate Contract documents, it should be clearly written Rate Contract offer for supply of Biogas Accessories and on the attached envelope which contains Demand Draft of Earnest money or Competency Certificate as the case may be, should also be written: EARNEST MONEY FOR R.C. OFFER FOR SUPPLY OF BIOGAS ACCESSOREIS. Both the envelopes should be tied firmly.

14 VALIDITY OF OFFER AND GUARANTEE.

The offer should be valid till 31-06-2011 or execution of new Agreement which ever is later. The stock supplied by the supplier shall carry one year guarantee against any manufacturing defects from the date of actual sale . In case of any such defects detected during period of guarantee the supplier shall have to arrange replacement of defective parts within 15 days from receipt of notice issued by the corporation ,other wise the corporation may arrange replacement at the risk and cost of the supplier the corporation shall have right to recover the cost of expenditure incurred in such replacements.

15. **PRICE**

The offerer will have to mention the MRP i.e. the price which has been recommended by the manufacturer for the retail sale by their dealers.

16. **PRICE FALL CLAUSE**

The price charged for Biogas Accessories supplied under this contract by the offerer shall in no event exceed lowest price at which the offerer sells the accessories of identical description to any other persons/ organization /Govt. or semi govt. body in M.P. during the period till performance of all order during the currency of contract is completed .

In case the offerer reduces the price or quotes or sells similar items at a rate lesser than the rates offered to Corporation to any person during the currency of contract, the same lower rates will stand applicable to this Corporation also from the same date. The offerer shall have to inform the Corporation about such reduction in rates.

17. **RATE**

Offerer shall have to offer his lowest rate for the subject items and it should be strictly in accordance with the price fall clause mentioned above . Manufactures for ISI marked accessories and athourized distributors for non ISI marked accessories shall quote their rates with all taxes and duties clearly on FOR destination bases anywhere in M.P. Transit insurance if any shall be at the cost of manufacturer/supplier. Any loss or damage of the material during transit whether insured or not shall be made good by supplier free of cost.

18. **RATE RUNNING CONTRACT**

The parties whose rates will be accepted will have to execute an agreement with this corporation for successfull execution of the supplies with validity period of one year . A copy of draft agreement is enclosed at Annexure-III.

The offers will evaluated on the basis of price competitiveness. While fixing the purchase rates of biogas accessories the rates fixed by other Nodal Agencies will be kept in view , and if the rates fixed by the other Nodal Agencies are lower than the lowest rates received, then the rates approved by other Nodal Agencies will be countr offered to offerers . In case the rates offered by offerers are lowest when compared to rates fixed by other Nodal Agencies then the lowest rate will be counter offerd to other offerers and to lowes offerer 50% orders of the total demand of region for concerned biogas accessory will be given by the concerned RM for rest 50% order the RMs will be authorised to place orders of any approved supplier, keeping in view of demand for particular make /urgency/ supply period/ previous experience .

The Water Based Epoxy paint on approved rates will be purchased on the consignment bases and batch wise sample will be got tested.

The MD of this Corporation reserves the rights to extend the period of this Agreement on the same terms & conditions if necessary.

19 DISPLAY OF SAMPLES

1. The offerer shall have to essentially display and deposit at least one sample of the each Item quoted by them, each sample should be according to the specification.
2. The samples thus submitted will not be returned .
3. **The offers for which samples are not submitted will not be entertained.**
4. Such offerer whose rates are lower/lowest can also be rejected if the samples are not found up-to the standard .In the case also, the decision of the Managing Director will be final and binding on the offerer .

20 DELIVERY

Successful offerers will have to supply the material ordered against this rate contract by the M.P.State Agro-Industries Development Corporation. The supplies shall be made at the place indicated in the order within 7 days from the date of receipt of the our firm order .

21 CERTIFICATE

Rate contract documents should be accompanied with latest BSI Certificate permitting use of BSI mark, Income and Sale tax clearance Certificate . The offeres should not entertained in absence of above Certificates.

22. PAYMENT

Payment of the material / Bill will be made After 60 days from the date of receipt of material in Good Condition / Bill which soever is later.

23 EXECUTION OF AGREEMENT

The successful offerer will have to execute an agreement with the corporation. The agreement will have to be executed on non judicial stamp paper of minimum Rs. 100/- .

24. CONDITIONAL OFFER

The Managing Director reserves the right to reject any offer with any condition not earlier specified in the offer documents by the corporation.

25. NEGOTIATIONS

Normally Offers made by the tenderers shall be treated as final and No negotiations shall be entered into Besides, no modification, addition or correction will be entertained after submission or opening of tenders.

26 ACCEPTANCE OF OFFER

The Managing Director of Corporation reserves right to accept or reject any or all offers fully or partly without assigning any reason what soever. The decision of the Managing Director on any or all matters of dispute and on any other point relating to the offer will be final and binding on all concerns.

27 JURISDICTION

All disputes shall be subject to the jurisdiction of Bhopal Court.

EXECUTIVE ENGINEER (NCE)

GENERAL CONDITIONS

1. Offerer should be a reputed manufacturer and should possess enough experience of manufacturing such items.
2. It is essential to enclose self certified photocopies of documentary evidence of being manufacturer .
3. List of clients and performance certificate issued by the user should be enclosed
4. Offerer should give an affidavit that they have not been black listed by any Govt. Dept. , Govt. undertaking /Corporations/Body

Appendix -1

1	Biogas SS Single burner knob type ISI No.8749-88, minm.weight 3 kgs.,guage of sheet 22g minm., along with 1 mtr.rubber tube 9mm ID,15mm OD as per ISI:10908 and suitable brass nipple	
2	Biogas SS Double burner knob type ISI No.8749-88, minm.weight 5.5 kgs.,guage of sheet 22g minm., along with 1 mtr.rubber tube 9mm ID,15mm OD as per ISI:10908 and suitable brass nipple	
3	Automatic/hand opreted synthetic Engg.plastic Material WATER REMOVER 12mm 1/2" 18mm 3/4" 25mm 1"	
4	Biogas In door /Out door Lamp100 CP,4.5 Cft/hr single & double mantle Approved by KVIC having anodised aluminium/enamel finish with one ventury one mantle and stripe chimney complete	
5	Synthetic Engg.plastic Material Pressure Regulator. 3"WC along with accessories for fitting pressure regulator for fix dome plant	
6	<u>SS ball valve with tafflon packing</u> 1/2" 3/4" 1"	
7	Synthetic Engg.plastic Marerial Ball Valve 1/2" 3/4" 1"	
8	HDPE Pipes having ISI No.4984/95 20mm.(10 kg cm2) PE 63 details enclosed 20mm.(10 kg cm2) PE 80 details enclosed	
9	<u>WATER BASED APPOXY PAINT Having min.30% Epoxy</u> In 1/2 litter pack (1 litter) In 1 litter pack	

ISI MARKED HDPE PIPES 2010-11

Sr. No.	Size (OD)	Pressure Rating	Material Grade	Minimum Thickness	Maximum thickness	Rates per Meter
1	20mm	10kg/cm	PE-63	2.3 mm	2.8 mm	Rs.

A G R E E M E N T

This agreement is made on this _____ 2010 between the M/s _____ (Herein after called party No. 1) and M.P. State Agro Industries Development Corporation Limited "Panchanan" 3rd Floor Malviya Nagar Bhopal, (Herein after Called Corporation / Party No.2) which expression shall include their heirs representative executors and administration respectively .

Whereas the Party No. 2 invited offers for supply of Biogas Accessories/HDPE Pipe and the party No. 1 has submitted rate contract documents accepting the terms and condition of the offer laid down therein at the rates, i,e Rs. Excluding / Including Vat in FOR District head quarters anywhere in Madhya Pradesh levies shall remain in force till 30 June 2011. or one year from agreement date which ever is letter .

Whereas the party NO. 2 has accepted the offer of Party No. 1 for the supply of Biogas Accessories on the rates mentioned herein above.

Now these present witnesses and the parties hereby agree as follows :-

1. That the Security Deposit of Rs. 25000/- which the Party No.1 has deposited at the time of submission of offer shall be deemed as Security Deposit for the purpose of due performance of this agreement and the Party No. 2 shall have the right and authority to forfeit the same in case of breach of the terms & conditions contained herein and shall have further right to impose such penalty as may be found necessary and fit in the circumstances.

2. That the party No.1 (in case of BIS marked accessories.) shall have to ensure the supply of only approved ISI accessories in good condition manufactured by them in their own factories .These accessories shall be of BSI Mark in case of non ISI marked accessories the Party NO. 1 shall have to ensure the supply of only approved accessories approved accessories in good condition. If at any time it is found that the accessories supplied are of sub standard quality damaged or unserviceable or not confirming to the specification mentioned in the rate contract approval/supply order .The Party No. shall have to replace them immediately at their own cost within 15 days other wise the party No.2 shall have the right to withhold the

payment of the bills of such accessories . If the accessories or not replaced within a period of 10 to 30 days the Party No.2 shall have the right to deduct up to 5% the cost of bills of such items. However If delay in replacement is beyond that period of 30 days the supply order issued shall be deemed to have been revoked at the cost & risk of Party No. 1 .

3. That the Party No.1 shall have to supply the accessories as per directives/ instructions given by Party NO. 2 or officers authorized within 7 days from the date of order during the period of contract as mentioned in supply order.

4. That the party No.1 or his dealer/agent shall not supply the accessories to any other person or party at lesser rates then those at which they are being supplied to Party No.2 In case of deviation from this clause/condition Party No. 2 shall have the right to recover the amount of

such differences in rates from Party No. 1 and shall have further right to cancel the contract and forfeit the security deposit .

5. The terms & conditions for making payments will be as follows.

5.1 The orders will be placed by RM's and H.O. of party No.2 for that quantity which can be sold within 60 days and the payment will be made by Head Office after 60 days from the date of receipt of material/bill which soever is later.

5.2 From the field on random basis the samples of items supplied by the Party No.1 will be sent to for testing Two Room-Cum-Testing Laboratory of Laghu Udyog Nigam for epoxy percentage by branch office of party No.2 and the action on the basis of test reports viz. to continue/discontinue this agreement to return/use the supplied item by the party No.1 to impose penalty on party No.1 will be taken by party No.2. The test fee will be borne by the Party No.1.

5.3 To ensure quality of the products the Party No.2 shall be fully empowered to draw samples at any time and send the same to the recognized laboratory of testing in case the report is found to be sub-standard . The Party No.2 shall be entitled to forfeit the Security Deposit and terminate the agreement besides initiating action as deemed fit for black listing of the Party No.1

6. In case of breach of any terms & Conditions of this Agreement or of those mentioned in the tender documents or conditions specified in supply order or otherwise the party NO. 2 shall have the right to cancel the contract, terminate the agreement and forfeit the security deposit/Earnest money. In case of any loss suffered by the party No. 2 from such an action or breach by the party No.1 the party No. 2 shall have further right to recover such amount of loss from Party No.1 in such a manner as the Party No.2 may deem proper and legal and the Party No.2 will indemnify the losses if any.

7. Party No.2 i.e. M.P. State Agro Industries Development Corporation limited reserves the right to extend the period of this Agreement on the same rates terms & conditions if necessary.

8. All matters or dispute or differences whatsoever arising out of this agreement of the terms & Condition mentioned in the tender documents shall be referred to the decision of the Managing Director of the M.P State Agro-Industries Development Corporation Limited Bhopal (Party No.2) and his decision shall be final and binding .

In witness there of the parties to this Agreement herein to have set herein to have set their hands at Bhopal on the 2010 herein above written

1. Witness PARTY NO .1

2. Witness PARTY NO. 2

