Sub: Tender No. HO./MKTG./May/03/2015 for the supply of Lead Seals.

E-tenders are invited for supply of Lead Seals by reputed manufacturers and suppliers. Online submission of tenders is required on the website www.mpeproc.gov.in. More information regarding tender document containing the specifications, term and conditions etc. pertaining to the supply of Lead Seals is also available on our website www.mpssfdc.org.

Please note, your tender offer duly completed in all respects should be submit on www.mpeproc.gov.in, required earnest money along with samples must be submitted to this office, latest by 3:00 pm on 17/06/2015. Tender offer submitted after 3:00 pm on 30.06.2014 will not be accepted. Tender offer received till stipulated date and time will be opened on 17/06/2015 at 3:30 p.m. in presence of tenderers who may wish to be present at Head Quarter of Beej Nigam Bhopal. In event of 17/06/2015 being a holiday, all activities will be done at the same time on the next working day.

Tender offer must be submitted in the prescribed format as per the specimen furnished in the enclosed Annexure ‘B’.

Managing Director

Key dates:-

<table>
<thead>
<tr>
<th>Purchase of Tender Start Date</th>
<th>Bid Submission End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-05-2015 10:30</td>
<td>17-06-2015 15:00</td>
</tr>
<tr>
<td>Purchase of Tender End Date: 17-06-2015 12:30</td>
<td>Technical Proposal Open Date: 17-06-2015 15:35</td>
</tr>
<tr>
<td>Mandatory Submission Open Date: 17-06-2015 15:30</td>
<td>Financial Bid open Date: 17-06-2015 15:40</td>
</tr>
</tbody>
</table>
Annexure ‘A’

MADHYA PRADESH RAJYA BEEJ EVAM FARM VIKAS NIGAM
Beej Bhawan, Mother Teresa Marg, Arera Hills, Bhopal

QUANTITY REQUIRED, SPECIFICATIONS, EARNEST MONEY FOR THE SUPPLY OF LEAD SEAL

As per store and purchase rules 30% preference in purchase will be given to Enterprises/suppliers belonging to only ST/SC Category of the state who are duly registered with District Trade and Industries Centre.

1. Quantity Required : 35 (Thirty Five) quintals. The quantity can be increased or reduced as per actual requirement.

2. Quality / Size : The Lead seals should be made from high quality pure lead and will be round in shape, having a diameter of 1.25 cms.

3. Weight : Weight of 1000 (One thousand) Number of lead seals should not be more than 2.5 Kg. variation in weight to the extent of plus (+) or minus (-) 5% would be admissible. Variation of over 5% will not be accepted.

4. Packing : 1000 Nos. of lead seals (2.5 Kg. in weight approximately) should be packed in good quality cloth bag and 20 such cloth bags, each containing 2.5 Kgs. of lead seals should then be packed in a wooden Crate.

5. Place of delivery : The total quantity of lead seal in the required packing is to be supplied to the Nigam’s Regional Manager at Bhopal.

6. Delivery Period : The total indented quantity of lead seals shall have to be supplied in TWO installments as under :
   (i) 20 Qtls. by 30/07/2015
   (ii) 15 Qtls. by 30/08/2015

7. Sample : 15 (Fifteen) numbers of lead seal of required specifications, must be submitted on or before 3.00 PM date 17/06/2015, tender without sample will be rejected.

8. Earnest Money : An earnest money of Rs. 30000/- (Rupees thirty thousand only) in the form of bank demand draft, drawn in favour of M.P.Rajya Beej Evam Farm Vikas Nigam, payable at Bhopal, should be submitted on or before 3.00 on date 17/06/2015. For further details please refer point No.1 of Annexure ‘D’ enclosed.

9. Rate : Rates should be quoted for one Kilogram of lead seal, inclusive of all taxes, packing charges, FOR destination by road transport, freight paid.

10. Validity of Rate : The minimum validity of rate offer must be for 90 (Ninty) days from the date of opening of the tender.

Tender offer must be duly completed in all respects and must be in accordance to the terms and conditions. The Managing Director reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
**FORMAT FOR PRICE BID**

<table>
<thead>
<tr>
<th>Item</th>
<th>Specifications</th>
<th>Rate per Kg. inclusive of all taxes, all packing charges, FOR destination by Road transport, freight paid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Seals</td>
<td>Made from high quality lead made from pure lead. Each lead seals is round in shape having a diameter of 1.25 cm. Weight of 1000 number of lead seals is not be more than 2.5 Kg. with variation in weight to the extant of plus (+) or Minus (-) 5%</td>
<td></td>
</tr>
</tbody>
</table>
SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS

1. The Tender document containing detailed specifications, terms and conditions etc. for the supply of the Lead Seal will be issued only against online payment of Rs. 2000/- (non refundable) from website www.mpeproc.gov.in.

2. Separate E-tender for each item duly completed in all respect along with required earnest money deposit in the form of Demand Draft should be submit at website www.mpeproc.gov.in up to 3:00 p.m. on 17/06/2015, which will be opened at 3:30 p.m. on same day. If 17/06/2015 being a holiday, all activities will be carried on at the same time on the next working day.

3. The tenderers or their representatives are welcome to be present at the time of opening of the tender, if they so desire.

4. The rate quoted in all cases must be firm and inclusive of all charges for delivery at destination including all packing charges for safe transit by road, freight paid and inclusive of all applicable taxes/ levy etc. (except entry tax)

5. The rate must be quoted on the prescribed format as per Annexure ‘B’

6. Tenderers must check their offer thoroughly before submission. Request for enhancement / change for rate shall not be considered under any circumstances, after opening/submission of the tender.

7. Rate quoted should be strictly in accordance with the unit specified otherwise offer is likely to be passed over.

8. Tenderer should quote firm rate. Offers made subject to price variations are liable to be passed over.

9. The Managing Director of M.P. Beej Nigam reserves the right to increase or decrease approximate number / quantity of the above items, or may decide not to purchase any of the item, and to accept or reject any or all tenders without assigning any reason thereof.
TERMS & CONDITION

1. Submission Of tenders, deposit of Earnest Money and / or Security Deposits:
   a) No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or overwriting and no alteration are permitted in the rates. No alteration will be allowed after the tender is received by this office. Ambiguity must be avoided in filling tender. Tenders not complying with these conditions will be passed over.
   b) The tenderers are required to deposit the following amount towards earnest money, in the form of Bank Demand Draft, in favour of M.P. Rajya Beej Evam Farm vikas Nigam, payable at Bhopal. on or before **3.00 PM date 17/06/2015**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Earnest Money Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LEAD SEAL</td>
<td>Rs. 30,000/- (Rupees Thirty thousand only)</td>
</tr>
</tbody>
</table>

c) Tenders without earnest money or short in EMD amount will be rejected.

d) **In case of selected tenderer the earnest money will be adjust against the security deposit.**
e) The tender not confirming to the prescribed terms and conditions of the Nigam or tenders not adhering to the prescribed time, schedules are likely to be rejected.

2. **VALIDITY OF RATES/TENDER :** The validity of rates quoted and tender offer shall be for at least 90 days from the date of opening of the tender.

3. **ACCEPTANCE OF TENDERS :**
   a) Tenders will be opened on the specified date in presence of such tenderers who may wish to be present.
   b) The successful tenderer(s) will be intimated by letter(s) or any other means of communication and the tenderer(s) so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tender will be forwarded to the successful tenderer in due course but it shall serve merely as confirmation of the initial communication and shall not affect the time from which offer(s) is/are bound by the contract(s).
   c) **The Nigam is not bound to accept the lowest quotation. Any or all the tender offers may be rejected without assigning any reasons thereof. The decision of the Nigam in the matter will be final and binding.**
   d) The Nigam may decide to split the order among two or more firms in a manner convenient to it.
   e) Successful tenderer shall execute an agreement bond in prescribed form.
4. **OTHER CONTRACTUAL OBLIGATIONS:**

The agreement to be signed between the supplier and the purchaser shall be binding on both the parties. Any amendment required in the agreement has to be incorporated through mutual consensus only.

5. **INSPECTION AND PACKING SAMPLING**

a) At all reasonable time during the production and prior to dispatch of material the tenderer shall afford and secure for the Nigam representative/authorized agent every possible access and facilities at its plant or premises for visual inspection of the material.

b) The supplier shall supply to the Nigam on request report of the progress of supplies.

6. **SUPPLIES AS PER SPECIFICATIONS:**

a) The material to be supplied must strictly conform to the prescribed specifications. The Nigam shall be at liberty to get the samples of the material supplied tested by some test house of repute and the results of the test will be final binding about the quality etc. of the supplies received and binding upon the supplier and that in case any supplies not being approved shall be liable to be rejected and the supplier shall have to take back such reject material and all expenses in this regard shall be borne by the supplier.

b) Should the Nigam require any changes in the specifications in the materials the supplier shall use his best endeavor to comply with Nigam’s wishes subject to fair adjustment of prices and delivery schedule.

c) Please also refer to point No.3 of **Annexure ‘A’**

7. **CONSEQUENCE OF NON SUPPLY AND DAMAGE:**

a) All risks of loss, damage of depreciation to material shall be upon the supplier until the material is delivered at site in accordance with the provisions of the contract.

b) If the supplies are not made within the stipulated time limit the Managing Director may impose a penalty of up to 2% for the late supplies for the first seven days, of up to 3% for the late supplies for the second seven days and of up to 5% for further delays.

c) In the event of the supplier failing to supply the contract quantity of the Lead Seals or part there of fails to supply the Lead Seals of the approved specification the Nigam reserve the right to terminate the contract after giving 07 days notice by any means like phone /Fax /e-mail given on tender documents and procure the material from other sources and the losses so incurred due to higher rates than the contract rate shall be recovered from the tenderer in addition to the forfeiture of security deposit etc.

8. **PAYMENTS:**

a) All invoices shall be prepared in duplicate and shall be signed by the supplier. The invoices shall be sent in duplicate to the Head Office of the Nigam. A certificate from the consignee as prescribed by the Nigam should also be forwarded along with the above conforming that the material has been received by them.
b) If Sales tax is shown / claimed in the bill the payment of the same will not be made unless the following certificate is enclose with the bill.

CERTIFIED THAT SALES TAX CLAIMED IN THIS BILL IS LEGALLY PAYABLE BY BUYER AND SUPPLIER HAS PAID/WILL PAY THE AMOUNT TO THE SALE TAX AUTHORITIES. OUR SALE TAX REG. NO. IS ...........................................

c) 90% payment will be made within 30 days after delivery of the material and on receipt of complete document such as bills, certificate, challan, etc proof of delivery of material to concerned consignee the proforma prescribed by the Nigam from the supplier. Balance 10% payment will be made in 30 days from the date of 90% on checking and verification of material supplied. Recoveries if any, as per contract will be made from the security deposit amount.

9. FORFEITURE AND REFUND OF THE EARNEST MONEY / SECURITY MONEY

a) In case the firm whose tender is accepted fails to supply the material at the quoted rate within the stipulated period and or contains any breach of any one or more of these terms and conditions of contract the security money deposited by the tenderer will be forfeited by the Nigam.

b) Earnest money of the unsuccessful tenderer shall be refunded without interest within reasonable period from the date decision regarding the tenders.

c) The security money deposited by the successful tenderer shall be retained by the Nigam till final payment is made and account is completely settled.

10. SETTLEMENT OF DISPUTES:

In case, any dispute arise the decision of the Chairman of the M.P Rajya Beej Evam Farm Vikas Nigam, Bhopal acting as Arbitrator shall be final and binding on both the parties.

That only the court of law situated at Bhopal alone shall have the jurisdiction for any matter relating to the tender or the agreement.

MANAGING DIRECTOR
AGREEMENT

Memorandum of agreement made on this .... day of ............... 2015 between M/s ........................................ (hereinafter called as Vendor) which expression shall unless excluded by or repugnant to the context will be deemed to include its heirs executors, administrators and representatives on the one part and M.P. Rajya Beej Evam Farm Vikas Nigam at 36, Beej Bhawan, Mother Teresa Marg, Arera Hills, Bhopal (hereinafter called as Purchaser) which the context be deemed to include its heirs, executors on the second part. It is hereby agreed by and between the parties as follows:-

1. That the Vendor hereby agrees to sell 35 Qtls. of Lead Seals, made from high quality pure lead, round in shape, having a diameter of 1.25 cm. 1000 (One thousand) Nos. of lead seals shall weigh 2.5 Kg. variation in weight to the extent of plus (+) or minus (-) 5% would be admissible.

2. That the purchaser hereby agrees to purchase the lead seals as per the details mentioned in clause No.1 above at the rate of Rs. ......................./- (Rupees ....................... only) per Kg. The rate is inclusive of all taxes and excise duty, against 'C' form, insurance charges FOR destinations, by Road Transport, freight paid.

3. That the purchaser hereby agrees to purchase the lead Seals as per the specifications and rate as mentioned in clause 1 and 2 above.

4. The total indented quantity of lead seals must be delivered in following two installments :

   (1) 20 Qtls. by 30/07/2015
   (2) 15 Qtls. by 30/08/2015

5. That if supplies are not made within the stipulated time limit, the purchaser may impose a penalty of upto 2% for the late supplies for the first seven days, of upto 3% for the late supplies for the second seven days and of upto 5% for further delays. Delay beyond one month will be case for termination of contract.

6. 90% payment will be made within 30 days after delivery of the material and on receipt of complete document such as bills, certificate, challan, etc proof of delivery of material to concerned consignee the proforma prescribed by the Nigam from the supplier. Balance 10% payment will be made in 30 days from the date of 90% on checking and verification of material supplied. Recoveries if any, as per contract will be made from the security deposit amount.

7. That the total liability of Sales tax, excise duty and other relevant taxes pertaining to supply/sale of these Lead Seals shall be solely of the Vendor and the vendor alone shall be responsible for payment of the tax, levies amounts to concerned authorities/ departments.
8. That in the events of the vendor failing to supply the contracted quantity of lead seals or part thereof or fails to supply the lead seals of the approved specifications within the stipulated period and or commits any breach of any one or more of the clauses of this contract, the purchaser shall be at liberty to revoke the agreement, forfeit security deposit, and reserves the right to procure the lead seals from other sources and the losses so incurred due to higher rates than the contract rate shall be recovered from the vendor.

9. That if any dispute arises between the parties hereto in respect of this agreement or any of the provision herein contained or anything arising hereout, save as otherwise provided hereunder, it shall be referred to the arbitration of the Chairman of the M.P. Rajya Beej Evam farm Vikas Nigam whose decision thereon shall be final and binding on both the parties.

10. That the venue of arbitration shall be Nigam Head Quarter.

11. That the parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Bhopal and the court of law situated at Bhopal alone shall have jurisdiction to try legal proceedings which may arise out of this contract and no other court of law situated elsewhere shall have the jurisdiction. Any proceedings in any other court of law other than situated at Bhopal shall not be tenable.

12. That in witness whereof the parties here to have set and subscribed their respective hands and seal on the day, month and year mentioned above.

__________________________
SIGNATURE & SEAL OF VENDOR FOR M.P. RAJYA BREEJ EVAM FARM VIKAS NIGAM

Witness:

1. ............................................................

2. ............................................................