



# **STATE FOREST RESEARCH INSTITUTE**

**Polipathar, Jabalpur, Madhya Pradesh**

Telephone - 91 761-2665540 Fax - 91 761-2661304

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## **TENDER DOCUMENT**

**e-Procurement of White Flash Camera**

for Wildlife Research through website: <https://mptenders.gov.in>

<b>Date of Advertisement</b>	<b>:</b>	<b>Date 09/09/2021</b>
<b>Published Date</b>	<b>:</b>	<b>Date 09/09/2021</b>
<b>Pre bid meeting with all suppliers</b>	<b>:</b>	<b>Date 16/09/2021 Time at 1500 hrs</b>
<b>Last date of sale of Tender Document (Technical and Financial bid)</b>	<b>:</b>	<b>Date 28/09/2021 Time upto 1400 hrs</b>
<b>Last date and time for Receipt of bids (Technical and Financial offers)</b>	<b>:</b>	<b>Date 28/09/2021 Time upto 1500 hrs</b>
<b>Date &amp; time for Opening of Tenders (Technical bids)</b>	<b>:</b>	<b>Date 30/09/2021 Time at 1500 hrs</b>
<b>Date &amp; time for Opening of Tenders (Financial bids)</b>	<b>:</b>	<b>Date 04/10/2021 Time at 1500 hrs</b>

Bidder are advised to carefully read all the Terms & Conditions before submitting Tender.

### **Please refer the following for details:-**

1. Technical Specification & Schedule of Requirements	2. Preparation of Bid
3. Earnest Money	4. Pre-Qualification Meeting
5. Procedure for Participation in e-Tendering	6. Opening and Evaluation of Bid
7. "Terms and Conditions" of Contract	8. Rates and Taxes
9. Termination for Default	10. Guarantee Installation and Maintenance
11. Payment Terms	12. Envelope- A (Annexure -I)
13. Envelope- B (Annexure -II & III)	14. BoQ (Annexure -IV)
15. Agreement Form (Annexure -V)	



# STATE FOREST RESEARCH INSTITUTE

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NIT No/SFRI/WL/2557

Jabalpur, Dated 06/09/2021

**e-Procurement of White Flash Camera (WFC)**  
for Wildlife Research through website: <https://mptenders.gov.in>

Sealed Tenders for the items mentioned below are invited under Two Bid systems (Technical Bid & Financial Bid) from Original Equipment Manufacturers (OEM) or their authorized firm based in India.

Item Code	Item Name	Qty.*	EMD in Rs
WFC	White Flash Camera	2360 Nos	400000/-

\*- The actual quantity may vary $\pm$  25% at the time of issuing supply order.

The Tender documents will be available online from 09/09/2021 onwards, on payment of Rs.3000/- per Tender Form through online payment through <https://mptenders.gov.in>

Tender submitted in any other form (Other than prescribed form) shall be declared invalid and rejected.

**DIRECTOR**  
**SFRI, JABALPUR, M. P. INDIA**

## 1. Technical Specification & Schedule of Requirements

S.N.	Item code& Name	Required Specifications	Minimum Requirement	Quantity
1.	WFC White Flash Camera	Resolution	≥10 MP	2360
		Flash Technology	White Flash	
		Time lapse	Yes	
		Trigger speed–	≤0.25 sec or less	
		Delay / Recovery Time –	≤1-2 sec	
		Flash Illumination range	≥ 35 feet	
		Power supply	AA battery (Alkaline batteries)	
		Memory card	SD card should support 32 GB	
		Stamping on Photo	Date, time, moon phase, temperature and camera id	
		Detection	Centre weighted	
		Protective Cover/Housing features	All weather resistant	
		Warranty	1 year	

### Technical Evaluation will be done on the following parameters:

- (i) For the item/equipment being quoted the bidder should be Original Equipment Manufacturer (OEM) or their authorized firm in India whose registered office should be in India. An Authorization Certificate issued by the OEM to this effect should be attached with the Technical Bid; failing which their offer will not be considered by the Institute. No non-standard equipment should be quoted.
- (ii) The Earnest Money Deposit (EMD) as mentioned in the above Table in favor of Director, State Forest Research Institute, Jabalpur, Madhya Pradesh should be deposited by online payment through <https://mptenders.gov.in>.
- (iii) The Technical Offer should be completed in all respects and contain all information asked for except prices. **“It should not contain any price information.”**An undertaking in writing on the letter head of the bidding agency to the effect should be given by the Bidder in Annexure-I.
- (iv) The bidder should indicate Brand/Make and full details of the equipment being quoted. Bidder must submit complete technical specifications, without leaving any scope for ambiguity. All supporting leaflet, brochure, technical information literature, catalogues must be attached with Technical Bid in Annexure-II.
- (v) If any of the parameters/criteria does not meet the tendered specifications/parameters of the equipment mentioned in the above table, their offer will not be considered and shall be rejected.

- (vi) The Financial Bids of only those bidders will be opened who qualify on Technical Parameters.
- (vii) The cost of the product will cover the warranty and annual maintenance cost for one year.
- (viii) For service/maintenance/repairs the equipment will be brought to one of the following centers i.e. Office of the Field Directors/Chief Conservator of Forest in Mandla, Seoni, Hosangabad, Panna, Umaria, Sidhi. Service/maintenance/repairs of the equipment will be provided within a month on receipt from the concerned Field Directors/Chief conservator of forests.

## **2. Preparation of Bid**

The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid and required to upload as per the time schedule mentioned in the key dates of the Notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

### **DOCUMENTS COMPRISING THE BID:**

The bid submitted online by the bidder shall be in the following parts:

**Part 1** – This shall be known as **Envelope A** and would apply for all bids. Online **Envelope- A** shall contain the following as per details given in the Bid Data Sheet:

- i. Earnest Money Deposit (EMD),
- ii. Bidder's Agreement Form
- iii. All bidders have to submit their sample of the equipment along with other documents mentioned above on or before 28/09/2021 before 15:00 hrs, in the office of Director, State Forest Research Institute, Polipathar, Gwarighat Road, Jabalpur, 482008, (MP) India.

**Part 2** – This shall be known as online **Envelope B** which will contain **Technical Bid** required to be submitted as mentioned in the Bid Data Sheet. It should contain a self-certified sheet with technical specifications of the equipment duly supported by documents to demonstrate fulfillment of pre-qualification conditions (Annexure - II & III).

**Part 3** – This shall be known as online **Envelope C** which will contain **BOQ**. It shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet (Annexure - IV).

### **3. Earnest Money**

- (i) **Each bidder is required to pay an Earnest Money Deposit (EMD) as quoted in the tender form in favor of Director, State Forest Research Institute, which should be deposited through the link provided in the website [www.mptenders.gov.in](http://www.mptenders.gov.in).**
- (ii) Tenders without EMD payment will not be considered and will be rejected.
- (iii) Micro Small and Medium Enterprises (MSME) registered in Madhya Pradesh state as Original Equipment manufacturer (OEM) shall be provided relaxation in submission of EMD as per rules of the Government.
- (iv) In case of unsuccessful bidders, the Earnest Money Deposit will be refunded in due course of time.
- (v) The entire amount of earnest money deposit (EMD) will be forfeited in case the supplier either expresses his/her inability to supply or fails to execute the agreement for the quoted items within the prescribed period mentioned in the order or within the extended period in special case at the discretion of the undersigned.

### **4. Pre- Qualification Meeting**

- i. A pre bidding meeting will be held on 16/9/2021 in the meeting hall of SFRI to clarify the process and equipment related queries.

### **5. Procedure for Participation in e-Tendering**

#### **Registration of Bidders on E-Tendering System:**

All the Registered Bidders should follow the guidelines given on the new e-Procurement portal <https://mptenders.gov.in>.

- i) The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user. In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm. In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through authority letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to

inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

**Key Dates:**

The Bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the concerned Department Official.

**Withdrawal Substitution and Modification of Bids:**

Bidder can withdraw or modify the bid before submission of the bid. After submission of the bid the bidder is not allowed to withdraw or modify the bid.

**6. Opening and Evaluation of Bid**

**PROCEDURE**

Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.

Envelope 'B' (Technical Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened. The specimen will be tested after opening of the Envelop "B" and if found conforming to specification quoted in the bid the bid will qualify for opening of the Envelop "C".

Envelope 'C' (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.

After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

## **7. “Terms and Conditions” of Contract**

### **Eligibility Criteria: Pre-Qualification Conditions -**

- i. The bidder should be an original equipment manufacturer (OEM) or authorized representative firm registered in India.
- ii. The bidder firm should have minimum annual turnover of Rs. 100 lakhs for at least in three financial years during last five financial years i.e. 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21.
- iii. The bidder should have supplied similar equipment to the Govt. department /Govt. supported autonomous institution/public sector undertaking.
- iv. The bidder should not have been black listed by any Govt. department /Govt. supported autonomous institution/public sector undertaking.
- v. The original equipment manufacturer (OEM) should have any of the following certifications, in respect of the product quoted, which must be furnished along with the technical bid.
  - a. **ISO 9000 Certification.**
  - b. **BIS Certification.**
  - c. **Any other certification from a recognized agency.**

**Performance Security:** Unconditional Performance Security (Bank Guarantee/FDR) should be furnished for an amount of 10% of the ordered value within 21 days of the receipt of the supply order which shall be valid till 90 days beyond the date of all contractual obligations of the supplier including warranty/Guarantee obligations. The Performance Security should be provided in one of the following forms:

### **General Terms & Conditions :**

- (i) The submission of bid will be deemed to be the unconditional acceptance of the terms and conditions of the tender contained herein. Bid once submitted shall not be allowed to withdraw.
- (ii) Offer would be valid for 90 days from the date of opening of the bid.
- (iii) Director, State Forest Research Institute, Jabalpur reserves the right to reject all or any one of the offers/tenders without assigning any reason.
- (iv) The term “as per your specification” should not be used in Technical Bid. The item code to be quoted in the Technical Bid or Financial Bid must be the same as prescribed in tender document.
- (v) The Bidder may be asked to provide additional detailed technical specifications of tendered items at SFRI- Jabalpur office, as and when required for processing of Tender.
- (vi) **No commitment to accept lowest or any tender received late or incomplete:** SFRI shall be under no obligation to accept the lowest or any other tender/quotation received shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- (vii) **Institute’s right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender/quotation or reject all tenders/quotations at any time prior to award of contract, without thereby incurring any liability towards the

affected Bidder (s) or any obligation to inform the affected Bidder(s) for the grounds for the Institute's action. Further, Director, State Forest Research Institute Jabalpur Madhya Pradesh India reserves the right to place order for full quantity or part thereof, as considered necessary. The quantity of the equipment mentioned in the tender document may increase or decrease upto  $\pm 25\%$ .

- (viii) The due delivery date given in the order will be the date of receipt of material in SFRI i.e., at the site of installation in SFRI, JABALPUR, MP and not the date of dispatch of material by the supplier.
- (ix) Bidder should submit the Goods & Service Tax (GST) registration certificate and GST Registration number should be active at the time of opening of bids.
- (x) Bidder should submit Income Tax Returns, Computations along with Audited financial statements of last 3 years i.e. 2018-19, 2019-20 & 2020-21 (in case audit not done for FY 2020-21 bidder should provide the provisional financial statement (Profit & Loss Account for the Financial Year 2020-21 duly certified by a Chartered Accountant with UDIN Number further in support of the financial statements. The Bidder will also have to submit the GST returns submitted i.e. Form No GSTR-3b for all the respective months for the financial year 2020-21 for which the audit report and provisional financial statement submitted.
- (xi) Any dispute arising out of this tender/contract shall be subject to the jurisdiction of Jabalpur courts in Madhya Pradesh.
- (xii) Supplier should mention the complete list of Govt. department /Govt. supported autonomous institution/public sector undertaking where similar equipment have been installed/supplied along with the Technical Bid supported by satisfactory performance certificates from such customers.
- (xiii) If required, the representatives of the bidders may be called for discussions, the date and time or which will be intimated accordingly.
- (xiv) **Warranty:** Warranty of the equipment for a minimum period of 12 months from the date of satisfactory supply, inspection and acceptance of material in good condition will have to be provided by OEM or the firm authorized by OEM. The name, address, telephone, fax and email of authorized person, may be furnished for solving the problem of the unit(s) to SFRI Jabalpur.
- (xv) The equipment should be made available and duly installed/inspected by an authorized person of the SFRI, in satisfactory mode of working at the designated place in SFRI in M.P. within 4 weeks of the receipt of the supply order by email on the given address of the bidder in Tender form. All correspondence made to the address as given in the Tender form by the successful bidder will be deemed as received by the bidder.
- (xvi) The product on delivery will be tested by the Institute and any damaged/defective product (not meeting the technical specifications) shall be replaced by the manufacturer/supplier free of cost.
- (xvii) The successful bidder will have to supply 50 % of the machinery within four weeks of receipt of the supply order and balance 50% in next four weeks.



## **8. Rates and Taxes**

- (i) The rates quoted should be exclusive of all taxes. The rate per unit of the equipment and taxes should be clearly and separately mentioned in the proforma given as **BoQ (Financial Bid)**.
- (ii) In case of deviation from the details mentioned in **Form-B (Technical Bid)**, It should be clearly mentioned.
- (iii) The bidder should quote the rates of the items in figures as well as in words. In case of the any disputes/ambiguity in the rates quoted in words/figures, the rates quoted in words shall be considered for evaluation of the bid.
- (iv) The price should be quoted F.O.R., SFRI Jabalpur, M.P., inclusive of packing, forwarding, freight, insurance, installation charges, and cost of commissioning, etc. No additional amount will be paid by the SFRI.
- (v) The unit price quoted should be firm and one only for each item. However, if there are more than one models or alternate models conforming to the specification, the rates for each model should be quoted separately on a separate set of BoQ. The rate should not be subject to any stipulated condition/options offered.
- (vi) If any additional features/components/optional accessories are available in the quoted machinery/equipment, should be mentioned separately in the tender form along with details of such feature/components. However, no preference will be given for additional facilities or features.
- (vii) Income tax (TDS) & GST (TDS) wherever applicable on supply of goods or maintenance work or any other related work will be deducted as per the provisions of the respective acts and returns for the same will be duly filled a certificate for the same will be provided by us to the supplier.
- (viii) The Amount of GST charged in all the bills of supply /maintenance will be withheld. Once the GST charged on the bills is reflected in the GST portal under the respective forms correctly against the GST number of SFRI this amount will be released. If this amount is showing on the GST portal at the time of processing of the bill no amount will be withheld and the payment will be released in full.
- (ix) Prices should be quoted in Indian Rupees only.

## **9. Termination for Default**

- (i) The **Director, State Forest Research Institute at Jabalpur** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part, under any of the following situations;
- (a) The Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the SFRI.
  - (b) The Supplier fails to perform any other obligation(s) under the Contract.
  - (c) The Supplier, in the judgment of the Director SFRI, Jabalpur, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this Clause:

**“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**“Fraudulent practice”** means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of SFRI, and includes collusive practice among Bidders prior to or after bid submission, designed to establish bid prices at artificial non-competitive levels and to deprive the SFRI of the benefits of free and open competition.

- (ii) The EMD or the performance guarantee or security deposit money in whole as the case may be, shall be forfeited as a result of such termination.
- (iii) If defect of any kind or deviations from specifications in items are detected and reported to the supplier, he/she should ensure replacement or rectify the defects on site free of any charge within 30 days from the date of report, failing which the item will not be accepted and will be returned to the supplier at his/her own cost and risk and entire earnest money/performance guarantee money will be forfeited.

## **10. Guarantee Installation and Maintenance**

- (i) The SFRI or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the SFRI. The SFRI shall notify and inform the Supplier, in writing in a timely manner, the identity of any representatives of SFRI for these purposes.
- (ii) The inspections and tests may be conducted at point of delivery.
- (iii) If any inspected or tested goods fail to conform to the specifications, SFRI may reject the goods and the Supplier shall either replace the rejected goods free of cost to the SFRI.
- (iv) **The Director, SFRI, Jabalpur's right to inspect, test and, wherever and whenever necessary, reject the goods after the goods' arrival at SFRI office shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the SFRI or its representative prior to the goods shipment.**
- (v) Nothing in this clause shall in any way release the Supplier from any warranty or other obligations under this Contract.
- (vi) The supplied machinery/equipment/operating system should be accompanied by the operational/Instructions/operational diagram/ manual/booklet and warranty papers etc.
- (vii) The Supplier shall be responsible for all unpacking, assemblies, wiring, and installation and successful demonstration of the equipment at installation sites.
- (viii) **Training:** For each unit of machinery component installed, the Supplier is required to train the designated SFRI's technical and end-user personnel within 15 days of installation so as to enable them to effectively operate without any extra cost.

## **11. Terms of Payment**

### **A) Payment for Supply of Goods**

**(i) Payment for the supply of Goods shall be made as follows:**

**On Delivery:** 50% of the payment shall be made within 30 days of delivery after successful installation, commissioning, training and after acceptance of machinery /equipment on submission of documents and 40 % shall be paid on next 30 days.

**On Final Acceptance:** The balance payment of 10% shall be made within 15 days after the expiry of warranty period or against submission of the unconditional performance bank guarantee for the period of 3 months over and above the warranty period.

**(ii)** No advance payment either with supply order or against R/R or delivery challan will be made to the supplier in any case. Hence the supplier should not stipulate condition of advance payment or offer any discount on payment in time limit either. The terms of payment are neither negotiable nor conditional. Payment shall be made after successful installation and commissioning of the machinery in working condition.

**(iii)** Any delay in supply will entail liquidated damages at the rate of 0.5% of the cost of delayed goods for each week of delay over and above 8 weeks. If there is further delay for more than 8 weeks, the order shall be subject to unilateral termination and consequential action at the discretion of the Director, M.P. State Forest Research Institute. In case of termination for default or non-compliance with the terms of the contract the performance security shall be liable to be forfeited. SFRI shall then be free to procure the goods and services from any other source and the supplier shall be liable to pay such penalty for any extra costs that the purchaser may have to incur on the procurement of similar goods and services from alternate sources.

**Director,  
M.P. State Forest Research Institute  
Jabalpur**

12. ENVELOPE- A
BIDDER'S UNDERTAKING FORM

(NIT No/SFRI/WL/2557, Jabalpur, Dated 06/09/2021)

- 1. I/We ..... hereby declare that I/We have read and understood all the terms and conditions of the NIT No/SFRI/WL/2557 dated 06/09/2021 and agree to abide by the same.
2. I/We enclose herewith the details of EMD paid in favour of Director, State Forest Research Institute, Jabalpur (M.P.). The same may be adjusted towards the Performance Guarantee in case my/our tender is accepted by the SFRI, Jabalpur (MP).
3. I/We agree to supply the tendered Machinery within 8 weeks from the date of issue of supply order.
4. In the event of my/our failure to abide by the conditions of this agreement and all the terms and conditions of the tender notice. I/We..... shall be liable to pay such penalty, as may be levied under the terms and conditions of the tender notice .
5. I/we here by declared that I/We have not been black listed by any Govt. department /Govt. supported autonomous institution/public sector undertaking.

Date .....

Signature

Full Name of the Bidder .....
Complete Address .....
Telephone No. ....
Mobile No. ....
Fax No- .....
Email: .....

**13. ENVELOPE-B  
(TECHNICAL BID)**

(NIT No/SFRI/WL/2557)

Jabalpur, Dated 06/09/2021

**TENDER FORM FOR THE SUPPLY OF WHITE FLASH CAMERA (WFC)**

To,

**The Director,  
State Forest Research Institute  
Jabalpur (482008)**

With reference to your NIT No/SFRI/WL/2557 dated 06/09/2021 for the supply of White Flash Camera, I/we.....(Name) of (Company/ authorized representative), At .....Post.....District.....State ..... submit technical bid for supply of following items as per specifications mentioned in the tender document:-

S.N.	Item code & Name	Brand Name/Make	Model No.	Required Specifications	Specification filled by Bidder
1.	(WFC) White Flash Camera			Resolution	
				Flash Technology	
				Time lapse	
				Trigger speed-	
				Delay / Recovery Time	
				Flash Illumination range	
				Power supply	
				Memory card	
				Stamping on Photo	
				Detection	
				Protective Cover/Housing features	
Warranty					

**Brief description along with operational functions (Please attach Brochure, Leaflets, Technical information, Literature etc.)**

1) Name &amp; Address of the Bidder :

Phone: .....

Mobile: .....

Fax: .....

Email: .....

Classifications:

Original Equipment Manufacturer/ Firm authorized by OEM (Please attach the certified copy)

2) PAN Number

3) GSTIN Number :

**Details of machinery/equipment supplied during last 3 years.**

**(Self-attested copies of the documents should be attached)**

<b>S.No.</b>	<b>Name of equipment</b>	<b>Date of supply</b>	<b>Details of the supply order</b>	<b>Details of office to whom supplied</b>

- 4) Details of Testing facilities available  
(a) List of testing equipment's available.  
(b) Give details of tests, which can be carried out on items offered.  
(c) Details of the authorized testing organizations available.
- 5) Brief description of the Bidder's organizations:  
(Attach Company's profile)
- 6) Names, addresses and phone numbers of two buyers to whom similar equipment/instrument was supplied in the past three years and to whom reference may be made regarding the bidder's technical and delivery ability.

Name Address Phone No with email.

1)

2)

Date .....

Signature .....

Place .....

Full Name of the Bidder .....

**13. ENVELOPE-B****(List of Documents to be attached with annexure-II)****(NIT No/SFRI/WL/2557****Jabalpur, Dated 06/09/2021**

**To,**  
**TENDER FORM FOR THE SUPPLY OF WHITE FLASH CAMERA (WFC)**

**The Director,**  
**State Forest Research Institute**  
**Jabalpur (482008)**

**Subject :** List of document to be attached.

The documents attached with reference to annexure- II are listed below.

<b>Sno.</b>	<b>Details of the Documents</b>	<b>Page No.</b>
1	Authorization Certificate from OEM	
2	Proof of EMD receipt	
3	Under Taking Form Annexure -I	
4	Leaflet, Brochure, Technical Information, Literature, Catalogue of Product	
5	Active GST Certificate	
6	Three Years IT Returns/Audited Financial Statement (2018-19, 2019-20, 2020-21)	
7	GSTR-3B Form for all respective months for financial year 2020-21	
8	List of Customer details where White Flash Cameras (WFC) have been previously supplied	
9	Customer Satisfactory Certificate from any Govt. Agency where White Flash Cameras (WFC) have been previously supplied	
10	Firm Registration Document	
11	PAN card number	
12	Annual Turnover Certificate at least for three financial years during last five financial years i.e. 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21	
13	ISO 9000/BIS/ Or any other certificate	

**Date .....**

**Signature** .....

**Full Name of the Bidder** .....

**Complete Address** .....

**Telephone No.** .....

**Mobile No.** .....

**Fax No-** .....

**Email:** .....



**15. Agreement Form****(NIT No /SFRI/WL/2557,****Jabalpur, Dated 06/09/2021)****To,**

**The Director,  
State Forest Research Institute  
Jabalpur (462003)**

**AGREEMENT**

Sample copy of agreement Proforma

(to be entered between successful Tenderer and M.P. Forest Department)

This agreement made on --- day of----- 2021 between the Governor of Madhya Pradesh acting through The Director, State Forest Research Institute, Jabalpur, Government of Madhya Pradesh (hereinafter called the Purchaser) which expression shall, where the context so admits, includes his successors in office and assigns on the one part and M/s ----- having their Registered office at ----- (hereinafter called the Supplier) and their partner -- ----- having its office at ----- (hereinafter called the Suppliers) which expression, where the context so admits includes his heirs, executors, successors and administrators the other part.

Whereas the supplier has agreed with the purchaser to supply all those articles and provide services set-forth in the scheduled here to at the rates set-forth column in 4 of the schedule (Annexure "A"):

Now those present witnesses and it is hereby agreed as follows:

- (1) In consideration of the payments to be made by the purchaser at the rates mentioned in columns 4 of the schedule hereto annexed as "A", the supplier undertakes to supply the articles as set-forth in columns 2 thereof in the manner laid down hereunder.
- (2) The supplier will supply White Flash Camera (WFC) described in columns 2 of the Schedule hereto from time to time in such quantities as mentioned in column 5 of the Schedule hereto and of such standard as set forth in the tender document annexed herewith as annexure "B". The supplier agrees to supply such additional quantity as may be entered in the Indent at the rates set-forth in columns 4 of the schedule hereto as may be required by the Purchaser.
- (3) The White Flash Camera to be supplied under this agreement are to be new, made of excellent quality or sort in every respect equal and answerable to the price patterns of samples sent with the tender such as the purchaser has approved.
- (4) The purchaser may by notice in writing, call upon the supplier to supply additional White Flash Camera to serve as samples and upon such notice in writing the supplier shall be bound to supply additional samples of White Flash Camera, such additional samples being in all respects of the same quality or sort as the samples first supplied and also be in conformity with Clause-3 above.

- (5)(a) All rates are to be based on free delivery in good condition, securely packed and F.O.R. station as asked for in the supply order by the Purchaser.
- (b) When White Flash Camera are ordered F.O.R. station of destination the supplier shall be required to bear all risk of loss, Leakage or damage, and shall deliver the good condition to the consignee at station of destination mentioned in the Indent in such quantities or number and within such time and in such manner as the Purchaser shall from time to time direct. The cost on insurance freight and loading, unloading, packaging and unpacking shall be borne by the supplier.
- (6) Unless when specially permitted otherwise in the order accompanying Indent, all White Flash Camera must be dispatched within prescribed delivery period, of the receipt of Indent by the supplier, No reminder will be given for dispatch therefore. The purchaser reserves the right to refuse, to accept delivery of the White Flash Camera if not delivered within delivery period.
- (7) With every dispatch of White Flash Camera under this agreement invoices or bills in triplicate shall be sent by the supplier to the Purchaser, the duplicate to be returned by the Purchaser with quantities or number received duly noted thereon.
- (8) The supplier shall not sublet or assign this contract without the permission in writing of the purchaser.
- (9) Whenever necessary the purchaser will have right to call for adequate security as a safeguard for the satisfactory fulfillment of this agreement.
- (10) White Flash Camera rejected or refused on the ground of being of inferior quality shall be removed by the supplier within 10 days at his own risk and expense or shall be dispatched to the supplier at the supplier's risk and expense.
- (11) It will be open to the purchaser to call for income tax and clearance certificates.
- (12) Bills in triplicate shall be sent by the supplier after delivery of White Flash Camera to the Purchaser, and on receipt of these the Purchaser shall make payment direct subject to deduction of any amount to which the supplier may render himself liable under the term of this agreement.
- (13) Packing case containers, gunny packing etc. which may be used for the purposes packing and which are delivered with stores will not be returned or paid for unless specially stipulated.
- (14) In case the supplier shall duly supply the said White Flash Camera at the rates and in the manner aforesaid the purchaser undertakes in his turn to pay or cause to be paid to the supplier in the manner set-forth in condition (12) above, the amount for each and every consignment calculated at the rates set-forth in col.4 of the Schedule hereto.

- (15) In case of non-supply or partial supply of any of the covenant and conditions of the agreement within the period specified by the Purchaser. It shall be lawful for the purchaser to annul, rescind or cancel the agreement. It will be lawful thereafter for the purchaser to purchase the White Flash Camera from any other person and the supplier shall be responsible to make good any loss that may be incurred in such purchase.
- (16) Upon the breach of any of the terms or conditions of this agreement by the supplier it shall also be lawful for the purchaser to forfeit the security deposit if called for in accordance with condition (9) above, in whole or part or impose such penalty as he may deem fit and recover the same from the security deposit or from any other payment to be made to the supplier or in any other manner as purchaser may deem fit but without prejudice to the right of the purchaser to recover any further sum as damage from the supplier.
- (17) The purchaser will have powers to impose penalty up to 5% of balance undelivered / partially delivered White Flash Camera in cases of excessive late deliveries. SFRI, Jabalpur, Government of Madhya Pradesh will be final authority to decide the quantum of the penalty to be charged.
- (18) In case the supplier request for extension in the delivery period, he shall be liable for suitable penalty.
- (19) The tender document as submitted by the supplier at the time of submission of the bid shall be taken as the part of this agreement and conditions set forth therein shall be binding on the supplier.
- (20) All costs and expenses incidental to the pre-clause and execution of this agreement shall be paid by the supplier.
- (21) If any dispute shall arise between the parties hereto in respect of this agreement or any of the provisions herein contained except in respect of matter hereunder every such dispute shall be referred to the arbitration of the The Director, State Forest Research Institute, Jabalpur, Government of Madhya Pradesh whose decision thereon shall be final and binding on the parties.
- (22) This agreement shall have effect from the date of its execution to subject to the above conditions.
- (23) The Director, State Forest Research Institute, Jabalpur, Government of Madhya Pradesh may cancel the Purchase order and all proceedings relating thereto without assigning any reason.
- (24) Any dispute in this agreement the court of competent jurisdiction is at Jabalpur.

In witness whereof the parties hereto have signed this agreement on the date and year respectively mentioned against their signature.

Purchaser

The Director,  
State Forest Research Institute, Jabalpur  
Government of Madhya Pradesh

Supplier

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Witnesses: -

1. ....
2. ....
3. ....

**(Annexure A to Agreement)**

**Schedule of White Flash Camera to be supplied and Services to be rendered, with cost as accepted to be payable by purchaser**

Sl. No.	Description of White Flash Camera	Quality or Sort	Rate or Price with GST, FOR Destination Director SFRI (MP)	Quantity
1	2	3	4	5

**Signature of the competent authority  
(Purchaser)**

**Signature of Agreement  
(Supplier)**

**Annexure B to Agreement**

The duly signed and authenticated original tender document is required to be attached to the "Agreement" as annexure B to the agreement.