

**GOVERNMENT OF MIZORAM  
AGRICULTURE DEPARTMENT  
MIZORAM, AIZAWL**

[www.agriculturemizoram.nic.in](http://www.agriculturemizoram.nic.in)  
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**TENDER DOCUMENT**

**TENDER NO. RKVY/AGRI/2024/01 of 18<sup>th</sup> January, 2024**

**Name of work :-**

**Supply, Installation, Commissioning & Maintenance of  
Edible Oil Processing Plant at Falkawn, Aizawl, Mizoram.**

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**NOTICE INVITING TENDER No: RKVY/AGRI/2024/01 of 18<sup>th</sup> January, 2024**

On behalf of Government of Mizoram, Sealed Tenders in prescribed forms are invited from the experienced, bonafide manufactures/authorized dealers/distributors of Edible Oil Processing Machines by Director, Agriculture Department, Government of Mizoram, Aizawl, for supply, installation, commissioning and maintenance complete under RKVY (2023-24) as indicted below:

Descriptions	Estimated Amount (Rs.)	Earnest Money		Cost of Tender Form (Rs.)	Time of Completion (Working Month)
		For Tribal (1% of estimated amount)	For Non-Tribal (2% of estimated amount)		
Supply, installation, commissioning and maintenance complete of Edible Oil Processing Machines.	55,00,000.00	55,000.00	1,10,000.00	1,500.00	3

Sealed Tender should be submitted on or **before the 19<sup>th</sup> February, 2024, till 12:00 noon** to Additional Director of Agriculture, Directorate of Agriculture, Aizawl and the same will be opened on **19<sup>th</sup> February, 2024 at 1:00 pm** in the Committee Room, Directorate of Agriculture, Aizawl.

Detailed tender document can be purchased from Deputy Director (RKVY), Directorate of Agriculture, Aizawl between 10:00 am to 4:00 pm on all working days and the same can be download from [www.agriculturemizoram.nic.in](http://www.agriculturemizoram.nic.in) and <https://tender.mizoram.gov.in>

  
(VANLALTHLAMUANA)  
Director  
Agriculture Department,  
Mizoram, Aizawl

## GENERAL INSTRUCTIONS TO BIDDERS (GIB)

### **Introduction:**

The Edible Oil processing house is constructed at Falkawn, Aizawl District with the objectives to decrease the edible oil import from other states as well as to make use of its by-product for making nuggets and feeds. It further aims to –

- a. build sustainable market chains for the farmers.
- b. provide youth with employment opportunities.

### **General information:**

1. Cost of Tender amounting to **Rs. 1,500.00** should be deposited in cash to UDC in RKVY, Section, Directorate of Agriculture. Original receipt is to be kept in separate cover marked “Cost of Tender” which should be put inside that sealed envelope containing the bidding documents.

OR

For Tender Document downloaded from the website, a demand draft amounting to Rs. 1,500.00 for the cost of the Tender Documents shall be placed in a separate cover, marked “Cost of Tender” which should be put inside that sealed envelope containing the bidding documents.

2. Tender in sealed cover shall be addressed to the Director, Department of Agriculture, Mizoram, Aizawl, Tuikual ‘A’ - 796001 and should clearly typed in computer format the name, address and contact no. of the bidder, Notice Inviting Tender No., date and Name of Work.
3. **Sealed Tenders should be submitted in a Sealed Tender Box placed in the office chamber of Additional Director of Agriculture on or before the 19<sup>th</sup> February, 2024 till 12:00 noon and the same will be opened on the 19<sup>th</sup> February, 2024 at 1:00 p.m. in Committee Room, Directorate of Agriculture, Aizawl.**
4. Engineering Drawing of the constructed Processing House is enclosed in annexure -V.
5. The undersigned reserved the right to ‘counter offer’ as the case may be as per Rule 50(6) of the Mizoram Procurement Rules, 2020 (Procurement of Goods, Works and Services).
6. The undersigned reserves the right to reject any or the entire tender without assigning any reasons thereof as per Rule 49 of the Mizoram Procurement Rules, 2020 (Procurement of Goods, Works and Services) and he does not bind himself for selection of the lowest tender.
7. The undersigned reserved the right to cancel the Procurement process at any time as per Rule 53 of the Mizoram Procurement Rules, 2020 (Procurement of Goods, Works and Services).
8. Any dispute will be addressed under the jurisdiction of Guwahati High Court, Aizawl Bench as per the Mizoram Procurement Rules, 2020 (Procurement of Goods, Works and Services).

### **Bidder instructions:**

1. Before participating, bidders are urged to thoroughly read this tender document. It will be assumed that the bidder carefully studied, carefully examined, and fully understood the implications of the tender materials before submitting their offer. Lack of information in no way absolves a bidder of his obligation to carry out his responsibilities under the bid.
2. Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case responsible or liable for reimbursement of such expenses regardless of the contract or outcome of the bidding process.
3. Earnest money in the form of Bankers’ Cheque/Fixed deposit in original from any branch of Nationalized Bank in India duly pledged in favour of the Director, Agriculture Department, Mizoram, Aizawl **must accompany the Tender in separate cover, marked “Earnest Money”**. Earnest Money thus deposited by bidders will be released without any interest only after selection of the successful Bidders.
4. For Tribal bidder, Valid House Tax Payee Certificate and Tribal Certificate (if photo copy, it should be attested by competent authority) should also be attached to the tender

documents. For Non-Tribal bidder a non-refundable court fee stamp worth Rs. 10.00 (Rupees ten) should be attached.

5. **The bidder must have ISO/BIS certificate and it is mandatory to submit attested photo copy along with tender document.**
6. The bidder must submit all the Schedules and Annexures in computer typed format.
7. All pages including blank pages and supporting documents must be marked with self-attestation.
8. All duties, taxes, and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the bidder.
9. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities along with total bid price Items for which no rate or price not entered by the bidder will not be paid for by the Employer when executed.
10. **After sales service :- The bidder must enclose details of the After Sales Service that can be provided after expiry of warranty period of the materials/machines supplied.**
11. The bidder or his representative may present at the time of opening of the tender. They should be ready to reply to all the queries raised by the Bid Evaluation Committee.

***Currency instructions:***

1. The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR) only.
2. Rate must be quoted both in figures and in words.
3. The Bidder should quote rates inclusive of all taxes and all other charges.

***Termination:***

1. Unsealed Tenders shall be summarily rejected.
2. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.
3. Canvassing directly or indirectly in connection with the Tender is strictly prohibited and the tender submitted by the tenderer, who resort to canvassing will be liable to be rejected.
4. All corrections in the tender must be dated initialed by the tenderer before submission of the tender, without which the tender will be rejected.
5. The rates quoted against any/each item beyond 2(two) decimal will be disqualified (ref currency instructions).

***Experience:***

1. The Bidder must attach Proof of Eligibility and Experience especially in Supply, Installation, Commissioning and Maintenance of Edible Oil Processing unit.
2. Details of similar work done with copies of the orders and completion certificates from the customers must be attached in separate cover along with the tender.

***Successful bidder:***

1. As soon as the recommendation of the Advisory Board is accepted by the competent authority, a Letter of Acceptance shall be sent to the successful bidder.
2. In the Letter of Acceptance, the successful bidder shall be asked to execute an agreement in the format given in the bidding document on a non-judicial stamp of requisite value and to sign agreement within 10 days from the issuance of Letter of Acceptance by the authority.
3. The successful contractor shall deposit 5% of the contract value for performance security within 10 days from the date of signing an agreement.
4. Formal award of contract/work order will be issued only after receipt of the 5% of the contract value for Performance Security Deposit.
5. The Performance Security Deposited shall be released only after commissioning of the processing plant.

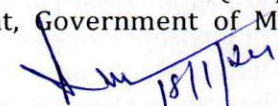
**Work Execution:**

1. The contract shall be for the whole works/package based on priced Bill of Quantities submitted by the Bidder.
2. Work will have to be started within **30 (thirty) days** from the date of issue of formal work order.
3. The time allowed for carrying out the work from Installation till commissioning will be **3 months** from the date of issuance of formal work order.
4. Extension of Time shall not be allowed except in Special circumstances/Force Majeure conditions with approval from competent Authority.
5. Certificate of Completion of the works shall be issued by the Department within 1 (one) week from the date of commissioning.
6. In case of failure to execute the work within the stipulated time and/or failure to make proportionate progress (except in case of approval of Extension of Time from competent Authority), the balance work shall be withdrawn and no claim what so ever shall be entertained. In such a case the Performance Security Deposit shall be forfeited and may be followed by imposition of penalty as fixed by the Employer and may lead to suspension.

**Billing:**

1. *Bill of Quantity:* The quantity of works/materials given in the price schedule is given on broad estimation basis for each point of the Supply, Installation, Commissioning and Maintenance of Edible Oil Processing Plant. The actual work may involve minor variations at the time of execution as per the site condition. The Supply, Installation, Commissioning and Maintenance of Edible Oil Processing Plant shall be done under the same bid/allotted price, so as to yield the desired output in all respect. No claim shall be entertained for such minor/extra works items.
2. After Commissioning Edible Oil Processing Plant, bill must be submitted (as per the agreement amount) to the Director, Agriculture Department, Government of Mizoram, Aizawl for payment.

Dated Aizawl the 18<sup>th</sup> Jan, 2024

  
(VANLALTHLAMUANA)  
Director  
Agriculture Department,  
Mizoram, Aizawl

Accepted :-

Name:-  
(Sign & Seal of the Tenderer)

## CHECK LIST

1. (The following 13 descriptions shall be placed in a separate marked cover, which shall be put inside that sealed envelope containing the bidding documents and this signed Check List)

Sl. No.	Descriptions	Attached	Not Attached
1.	Original receipt of Cost of Tender/Demand Draft <i>(in separate cover marked "Cost of Tender")</i>		
2.	Earnest money in the form of Bankers' Cheque/Fixed deposit in original <i>(in separate cover mark "Earnest Money")</i>		
3.	Proof of Eligibility and Experience– (a) especially in the in regard to Supply, Installation and Commissioning Complete <i>(in separate cover and should be marked as "A-Proof of Eligibility")</i> (b) After Sales Service that can be provided after expiry of warranty period of the materials/machines supplied, if any. <i>(in separate cover and should be marked as "B- After Sales Service")</i>		
4.	Copy of Registration of GST <i>(in separate cover and should be marked "Registration of GST")</i>		
5.	Attested copy of Valid House Tax Payee Certificate and Tribal Certificate (for Tribal Tenderer) <i>{in separate marked cover}</i> Attested copy of PAN Card, HTPC Certificate and Court Fee Stamp (For Non-Tribal Tenderer) <i>{in separate marked cover}</i>		
6.	Details of similar works done in the past years along with copies of the orders and completion certificates from the customers <i>(in separate cover and should be marked as "Works Done")</i>		
7.	Annual turnover for the last five years as certified by a Chartered Accountant <i>(in separate cover and should be marked as "Annual turnover")</i>		
8.	Schedule I, II and III <i>(in separate cover marked "Schedule I, II &amp; III")</i>		
9.	Undertaking of Tenderer <i>(in separate cover marked "Undertaking")</i>		
10.	Annexure – I (A),I (B) II(A) and II(B) <i>(in separate cover marked "Layout, Specification,Experience of similar work done, After Sales Services")</i>		
11.	Annexure – III <i>(in separate cover marked "Price Bid")</i>		
12.	Annexure- IV <i>(in separate cover marked "Draft Agreement")</i>		
13.	Annexure- V <i>(in separate cover marked "Engineering Drawing")</i>		

Name:  
(Sign & Seal of the Tenderer)

## **UNDERTAKING OF THE TENDERER**

*(for Edible Oil Processing Plant)*

I/We have read carefully and examined the notice inviting tender, Schedule, General Rules and terms and conditions of the contract, Special Conditions, Schedule of Rates and other documents and Rules referred to in the tender document for the Supply, Installation, Commissioning and Maintenance Complete of **Edible Oil Processing Plant**. I/We hereby tender my rates for the execution of the work for the Director, Agriculture Department, Mizoram, Aizawl as specified within the time stipulated in the schedule in accordance with all aspects with the specifications, designs, drawings and instructions with such conditions as far as applicable.

A sum of Rs. \_\_\_\_\_/- (in words- \_\_\_\_\_) hereby deposited as **Earnest Money** in the form of Bankers' Cheque/Fixed deposit payable to THE DIRECTOR, Agriculture Department, Mizoram at Aizawl.

I/We agree to deposit 5 % of the contract value for **Performance Security Deposit** as per the Contract Data. If I/We fail to commence or complete the work ordered in specified time I/We agree that THE DIRECTOR, Agriculture Department, Mizoram shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Security Deposit absolutely. The Performance Security Deposit shall be retained by THE DIRECTOR, Agriculture Department, Mizoram towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by THE DIRECTOR, Agriculture Department, Mizoram.

I/We agree that the total contract value be released by THE DIRECTOR only after Commissioning of Edible Oil Processing Plant and after submission of bill of the contract value as stated in Contract Agreement.

I/We shall abide to all the laws and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. Departments.

Our GST registration no. is \_\_\_\_\_ and PAN No. under the Income Tax Act/ HTPC No. is \_\_\_\_\_. I/We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/We fail to do so, I/We hereby authorize THE DIRECTOR, Agriculture Department, Mizoram to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Dated:

( \_\_\_\_\_ )

Name & signature of Tenderer  
with Seal

Place:



## Detailed Technical Specifications/Configurations

Descriptions	Specifications
<b>Seed Cleaner cum grader</b> should be applicable for fine cleaning and grading of big and small seeds, grains, spice seeds, cereals/pulses, oil seeds and any type of dry granular materials. (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 4 ton/hr</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>
<b>Conveyor</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Type : z type/Screw conveyor</li> <li>ii. Size of the conveyor : As per the height of the machine to be provided by the bidder</li> </ul>
<b>Screw Press Oil Expeller (multi seed extraction)</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 5 ton/day</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>
<b>Plate and Frame filter press</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 5000 lt/day</li> <li>ii. Materials : Prefer Stainless Steel</li> <li>iii. Size : 18"X18"X18"</li> <li>iv. Filter area : 4 sq. mtr</li> </ul>
<b>Oil Cake Powder Machine</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 250-300 kg/hr</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>
<b>Soya nuggets machine (Extruder with mixing machine)</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 5 ton/day</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>
<b>Oil packaging machine</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 12-24 bottle per minute with 1 liter</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>
<b>Nuggets packaging machine</b> (electric Motor Driven)	<ul style="list-style-type: none"> <li>i. Capacity : 1200 to 1500 pouch per hour with adjustable weight upto 1 Kg</li> <li>ii. Materials : Prefer Stainless Steel</li> </ul>

**SCHEDULE OF THE QUESTIONNAIRE**

**PART 'A': GENERAL INFORMATION**  
*(for Edible Oil Processing Plant)*

**(To be typed in computer format, strike off whichever is not applicable, separate sheets should be used wherever necessary)**

Name & Address of the Tenderer \_\_\_\_\_

PAN No \_\_\_\_\_ under income Tax Act and GST No \_\_\_\_\_

Name of contact person authorized to take decision: \_\_\_\_\_  
on behalf of the tenderer and execute the work.

Name & Address of the firm /company etc. \_\_\_\_\_

- a) Registered Office: \_\_\_\_\_
- b) Factory/workaddress: \_\_\_\_\_
- c) Fax Nos.: \_\_\_\_\_
- d) Telephone Nos. : \_\_\_\_\_
- e) Mobile No. : \_\_\_\_\_

Address of Office in Mizoram: \_\_\_\_\_

Address of Service Center in Mizoram: \_\_\_\_\_

Whether tenderer is Manufacturer or authorized by the manufacturer: \_\_\_\_\_

Whether the tenderer has previously participated with: \_\_\_\_\_  
Agriculture Department, Mizoram, Aizawl.

PLACE:

Signature of Tenderer:

DATE:

Full Name:

Designation/Status:

FIRM/COMPANY SEAL

**PART 'B': COMMERCIAL INFORMATION**

*(for Edible Oil Processing Plant)*

**(To be typed in computer format, strike off whichever is a not applicable, separate sheets should be used wherever necessary)**

**Earnest Money Details:**

1. Bank draft/Bankers cheque no. \_\_\_\_\_ of Bank for Rs. \_\_\_\_\_ (in words \_\_\_\_\_) payable to, THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL.
2. Amount of EMD & full details: Rs. \_\_\_\_\_
  1. Whether the offer is valid for 12 months from the date of opening of commercial/Technical bid. : Yes/No  
*(if no, state, validity period)* : \_\_\_\_\_
  2. Rate of GST tax included in the price bid : \_\_\_\_\_%
  3. Any other taxes (if any) should be quoted separately : \_\_\_\_\_

**DISCOUNT:**

1. Whether any rebate/discount is offered : Yes/No
2. If yes, whether the rebate is : Unconditional/Conditional

**PAYMENT TERMS:**

1. Whether THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL's terms of payment is Acceptable to the tenderer : Yes/No
2. (If no, state condition) : \_\_\_\_\_

**COMPLETION PERIOD OF WORK:**

1. Whether tenderer is agreeable for completion Period of work as specified in the tender : Yes/No

**PENALTY CLAUSE:**

1. Whether Penalty Clause has been understood : Yes/No
2. Whether agreeable to THE DIRECTOR, AGRICULTURE DEPARTMENT, AIZAWL 's clause of Warrantee period : Yes/No

**SECURITY DEPOSIT**

1. Whether Security Deposit clause is understood : Yes/No
2. Indicate GST Registration Number : \_\_\_\_\_
3. Whether photocopy of latest Return from The Income Tax & Sales Tax Deptt. And Profit & loss Account and Turn over for Last 3 years up to the last financial year have been enclosed. : Yes/No

PLACE: Signature of Tenderer

DATE: Full Name:  
Designation/Status

FIRM/COMPANY SEAL

**PART 'C': TECHNICAL INFORMATION**  
*(for Edible Oil Processing Plant)*

**(To be typed in computer format, strike off whichever is a not applicable, separate sheets should be used wherever necessary)**

- Whether material offered is exactly as per Technical specification : Yes/No
- Whether the copies of orders received during Last 3 years from Govt. for similar Materials enclosed : Yes/No
- Whether performance certificate from such Organization regarding supplies enclosed. : Yes/No
- Whether pamphlets/technical details literatures along with drawing etc. furnished with the offer. : Yes/No
- Whether the tenderer agrees to enclose a copy of ISO/BIS Certificate along with Tender Document. : Yes/No
- Whether the tenderer has furnished details of Manufacturing equipment and short history of plant, (if not manufacturer then of those companies with whom they have tie up) : Yes/No

PLACE:

Signature of Tenderer

DATE:

Full Name:  
Designation/Status

FIRM/COMPANY SEAL

*(layout diagram to be provided by tenderer)*

**ANNEXURE I-A**

Date:

(Sign & Seal of the Tenderer)  
Name

**(Specification to be provided by the tenderer)**

**ANNEXURE I-B**

<b>Descriptions</b>	<b>Specifications</b>	<b>Specifications Provided</b>
<b>Seed Cleaner cum grader</b> should be applicable for fine cleaning and grading of big and small seeds, grains, spice seeds, cereals/pulses, oil seeds and any type of dry granular materials. (electric Motor Driven)	i. Capacity : 4 ton/hr ii. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (HP) : iii. Materials : iv. Operations : v. No. of blower : vi. No. of strokes / Oscillation per minute :
<b>Conveyor</b> (electric Motor Driven)	i. Type : z type/Screw conveyor ii. Size of the conveyor : As per the height of the machine to be provided by the bidder	i. Type : z type/Screw conveyor ii. Size of the conveyor :
<b>Screw Press Oil Expeller (multi seed extraction)</b> (electric Motor Driven)	i. Capacity : 5 ton/day ii. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (HP) : iii. Materials : iv. Operations : v. No. of screw :
<b>Plate and Frame filter press</b> (electric Motor Driven)	i. Capacity : 5000 lt/day ii. Materials : Prefer Stainless Steel iii. Size : 18"X18"X18" iv. Filter area : 4 sq. mtr	i. Capacity : ii. Power (HP) : iii. Materials : iv. Operations : v. Filter area: vi. Size of plate :
<b>Oil Cake Powder Machine</b> (electric Motor Driven)	i. Capacity : 250-2300 kg/hr ii. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (HP) : iii. Materials : iv. Operations :
<b>Soya nuggets machine (Extruder with mixing machine)</b> (electric Motor Driven)	i. Capacity : 5 ton/day ii. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (HP) : iii. Materials : iv. Operations :
<b>Oil packaging machine</b> (electric Motor Driven)	i. Capacity : 12-24 bottle per minute with 1 liter ii. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (Volt) : iii. Materials : iv. Operations :
<b>Nuggets packaging machine</b> (electric Motor Driven)	iii. Capacity : 1200 to 1500 pouch per hour with adjustable weight upto 1 Kg iv. Materials : Prefer Stainless Steel	i. Capacity : ii. Power (volt) : iii. Frequency : iv. Materials : v. Operations :

Date:

(Sign & Seal of the Tenderer)  
Name

*(Experience for similar work done)*

**ANNEXURE II-A**

<b>Project Name</b>	<b>Name of employer</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Value of Contract</b>	<b>Date of Issue of work order</b>	<b>Stipulated period of time</b>	<b>Actual date of completion</b>	<b>Remarks</b>

*(After Sales Service already provided to employers)*

**ANNEXURE II-B**

<b>Project Name</b>	<b>Name of employer</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Contact No.</b>	<b>Service Required after installation in years</b>

**Contact for Person for Sales Service:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email address: \_\_\_\_\_

Date:

(Sign & Seal of the Tenderer)  
Name

(to be typed in computer format)

ANNEXURE III

**PRICE BID FOR EDIBLE OIL PROCESSING PLANT COMPLETE**

Name of Work : Supply, Installation, Commissioning and Maintenance of Edible Oil Processing Plant at Falkawn, Aizawl, Mizoram.

Item Description for Edible Oil Processing Plant comprising -	Quantity	Rate/System (tax to be quoted separately)	
		*Figure	*In words
1. Seed Cleaner (4 ton/hr.)	1 No.		
2. Conveyor	1 No.		
3. Screw Press Oil Expeller (5 ton/day)	1 No.		
4. Plate and frame filter press (5000 lt/day)	1 No.		
5. Oil Cake Powder Machine (250 kg/hr)	1 No.		
6. Soya Nuggets Machine (Extruder) 5 tons/day	1 No.		
7. Oil and nuggets Packing Machine	1 No.		
GST %	%		
Other Taxes,if any			
Other Charges, if any			
<b>Grand Total</b>			

Rupees ( ) only

Date:

(Sign & Seal of the Tenderer)  
Name



**DRAFT AGREEMENT**  
(for Edible Oil Processing Plant)

This agreement made on this day \_\_\_\_\_ of month \_\_\_\_\_, 2023 between \_\_\_\_\_ (Name of Company) herein after called as **Contractor** (Which expression shall unless excluded by or repugnant to the context include its successors, heir, executors, administrative representative and assignee) through the Proprietor Shri/Smt \_\_\_\_\_ son of Shri/Smt. \_\_\_\_\_, duly authorized by the Supplier to sign this agreement on its behalf of the one part & **the Director, Agriculture Department, Mizoram, Aizawl** herein after referred to as the "**BUYER**", of other part on the following contract covenants.

**Whereas** the Buyer desires to purchase from the Seller the machinery having the technical specifications and meeting the performance criteria

Whereas the supplier has offered to enter into contract with the said Buyer for Supply, Installation, Commissioning & \_\_ years on site warrantee of Edible Oil Processing Plant all necessary components complete **vide on the terms and conditions (General Instructions)** herein contained and the rates approved by the Buyer (copy of Rates annexed hereto) have been duly accepted.

**Performance Security Deposit:**

After receiving Demand Draft receipt of Performance Security Deposit 5% of the total project cost including taxes, a formal award of contract/work order will be issued. The Performance Security Deposit will be released upon written request to the Buyer following completion of supply, installation, commission and maintenance complete of Edible Oil Processing Plant. No interest will be claimed by the Contractor on the Performance Security Deposit.

**Work Order:**

Work will have to be started within **30 (thirty) days** from the date of issue of formal work order and will have to be completed in all respect within the Scheduled time. The time allowed for carrying out the work till commissioning will be **3 months from the date of issuance of formal work order**. Extension of Time shall not be allowed except in Special circumstances/Force Majeure conditions with approval from competent Authority.

**Payment:**

After Commissioning of the Edible Oil Processing Plant and submission of bill of the contract value payment will be made.

**Taxes:**

All taxes & levies/cess etc shall be deducted as per Govt. rules. GST, The department shall deduct the amount of GST, ST, Labour cess (1%) and any taxes from the contractor's bill. All deduction (taxes/handling charges/custom duty/income taxes/labour cess, etc) will be made as per the government rule/norms prevail at the time of payment.

Now these presents witness and it is hereby agreed and declared by and between parties to these presents as follows:

1. The Buyer hereby agrees to purchase from the Seller, and the Seller hereby agrees to sell and provide to the Buyer, the Machinery having the Technical Specifications set forth herein.
2. The Seller shall supply the Buyer with the documentation relating to the Machinery at the time of supply and installation.
3. The Seller will furnish warranty certificate to the Buyer and any defect noticed during this period should be rectified by the Seller free of cost upon written notice from the Buyer provided such defects may be due to bad workmanship or bad materials used. The warrantee period shall be \_\_\_\_\_ years.
4. The Seller shall be entitles to make changes which lead to improvements, provided such changes do to effect the performance of the Machinery indicated in the offer.
5. The Seller shall during the period of this contract that is to say from to or completion thereof, until this Contract shall be determined by such notice as is hereinafter mentioned safely carryout, by means of labors employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses for installation of Oil Processing Plant and other associated works as described in tender documents.
6. The NIT (Notice Inviting Tender), approved rates annexed hereto and such other additional particulars, instructions, engineering documents & drawings so far they relate to the Tender No. as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "**The Agreement**" wherever herein used.
7. The Seller shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines implements, vehicles for transportation cartage etc. required for the proper execution of work within the time prescribed in the work order and for as per the tender conditions.
8. The Seller hereby declares that nobody connected with or in the employment of THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL is not/shall not ever be admitted as partner in the contract.
9. The Seller shall abide by the terms and conditions rules, guidelines, construction practices safety precautions etc. stipulated in the tender document including any correspondence between the contractor and THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL having bearing on execution of work and payments of work to be done under the contract.
10. The Seller shall be responsible to follow all the laws including Workmen Compensation Act and all other laws in force & shall be responsible for all the obligations towards labour including EPE, ESI, etc.
11. The Seller shall be liable to clear payments of their vendors staff and other associates engaged for the works assigned by THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL to the contractor. In case of disputes THE DIRECTOR, AGRICULTURE DEPARTMENT, MIZORAM, AIZAWL can release payments to the vendors/staff and other associates engaged directly from the due payments of the contractor.
12. All the taxes deductible at source as per Acts in vogue shall be recovered by THE DIRECTOR, AGRICULTURE DEPARTMENT, AIZAWL and deposited with the appropriate authorities.

In witness whereof the parties present today has hereby entered into agreement.

The Contractor,  
Name:  
Designation:

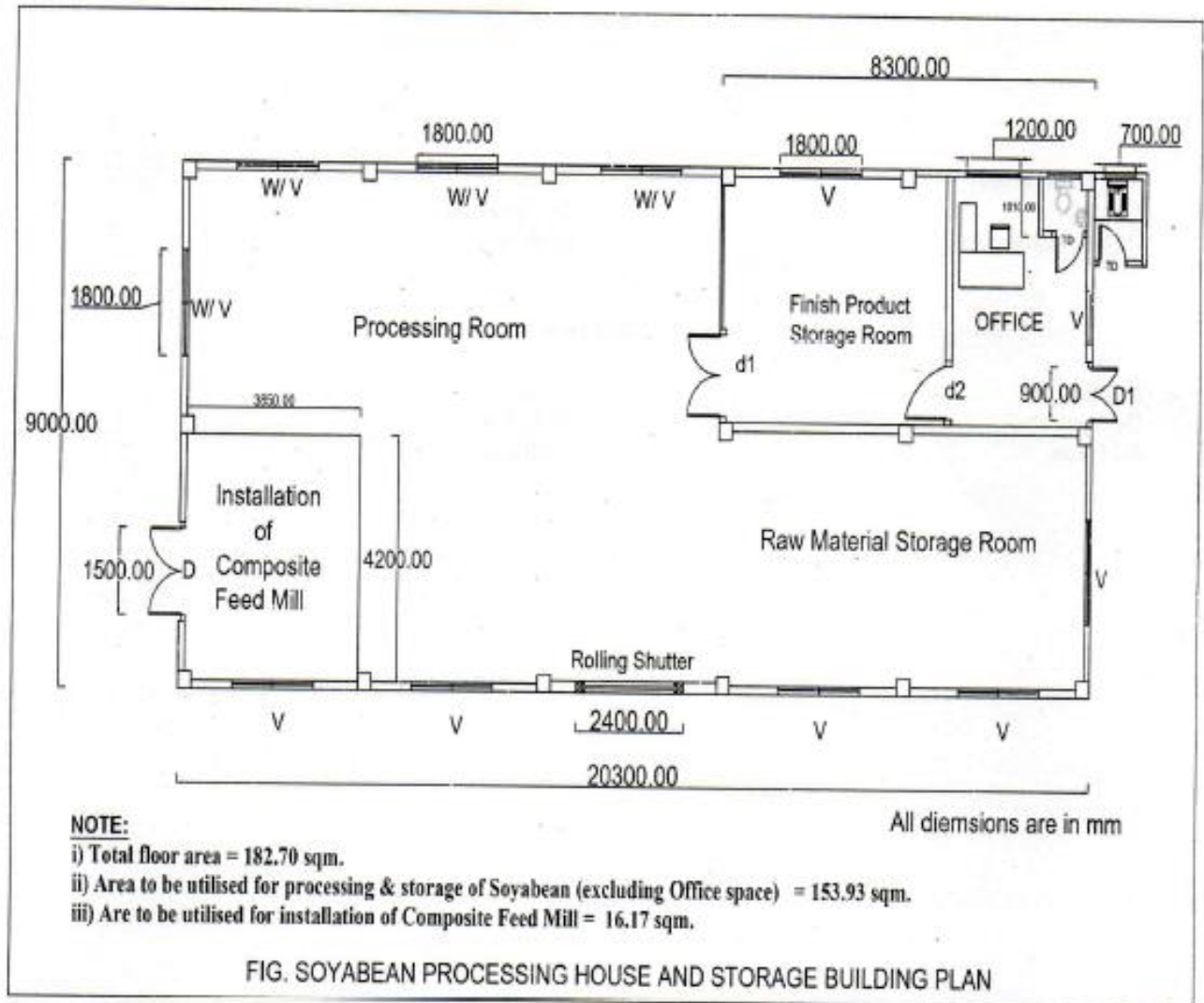
Name:  
Designation:  
Address:

Witness

Name:  
Designation:  
Address:

Name:  
Designation:  
Address:

Engineering Drawing



Dated Aizawl the \_\_\_\_\_.

*(Handwritten Signature)*  
**(VANLALTHLAMUANA)**  
 Director  
 Agriculture Department,  
 Mizoram, Aizawl

Accepted by:

Signature of Tenderer  
 Full Name:  
 Designation/Status

FIRM/COMPANY SEAL