



M P AGRO

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT
CORPORATION LIMITED

PANCHANAN, 3rd FLOOR, MALVIYA NAGAR, BHOPAL
PHONE - 0755-2551652, 2551756, 2761392 FAX 0755-2557305,
EMAIL: mpagrohobpl@gmail.com WEBSITE: www.mpagro.org

EXPRESSION OF INTEREST

”CHANNEL PARTNER”

DUE ON : 09.11.2022

EOI DOCUMENT FEES

Rs. 10000 + 1800 (18%GST) = 11800

(Four Eleven Thousand Eight Hundred Only)



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT
CORPORATION LIMITED

"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL
Phone (0755) - 2551652, 2551756, 2551807, Fax: 0755-2557305

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**THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**

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Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

HO : MKTG/PPE-MODE EOI/2022-23/

Dated: 13.10.2022

EXPRESSION OF INTREST
INVITATION

Expression of interests are invited from Indian applicant to develop and manufacture research based new product with testing on various parameters & marketing of the products on behalf of corporation.

EOI documents can be obtained from the office of M.P. Agro. Industries Development Corporation Limited, Panchanan 3rd floor, Malviya Nagar Bhopal on payment of Rs. 11800/- (cash or Demand Draft in fevour of corporation payable at Bhopal)

Schedule of EOI

Stages of Bidding	Scheduled time	Scheduled Date
Query or any other clarification regarding EOI Mail-mpagrohobpl@gmail.com Phone : 9827216259, 9329850540 (During office hours)	upto 6.00 PM	31.10.2022
Purchase of EOI	upto 12.00 PM	09.11.2022
Last date of submission	upto 02.00 PM	09.11.2022
Opening of technical bid	upto 03.00 PM	10.11.2022

The detailed EOI and other information can be seen at Corporation's website www.mpagro.org. Amendments, if any, will be published only on above websites. No further notification will be made in the newspapers.

DY. GENERAL MANAGER (MKTG)



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

DISCLAIMER

1. The information contained in this EOI document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of M.P. AGRO. Industries Development Corporation Limited Ltd. or any of its employees or officers (referred to as "M.P. AGRO Representative") is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI or no part of any subsequent correspondence by M.P. AGRO, or M.P. AGRO Representatives shall be taken as legal, financial or other advice or for establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicant in making their decision for applying. . M.P. AGRO does not purport this information to be all-inclusive or to contain all the information that prospective applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither M.P. AGRO, nor M.P. AGRO Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
4. Neither M.P. AGRO nor M.P. AGRO representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicant(s) is advised to carry out their own investigations and analysis before applying for EOI. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

5. The EOI document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. M.P.Agro makes no representation or warranty and shall incur liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
6. M.P. AGRO reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
7. All applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. M.P. AGRO may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, waiver of any documents and the request for additional information. Unsuccessful applicant will have no claim whatsoever against either MP.AGRO or its employees or officers.
8. M.P. AGRO reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on M.P. AGRO website <http://mpagro.org>
9. Mere submission of an EOI does not ensure selection/empanelment of the applicant as Successful Implementation Agency.

INTRODUCTION

CONTEXT-

M.P. Agro Industries Development Corporation limited established on 21st March 1969 under the Companies Act with the participation of Government of India and State Government. The authorized share capital of the corporation is Rs.500.00 lakhs and the paid up share capital is Rs.329.49 lakhs out of which the share of Government of India is Rs.120.00 lakhs and the share of State Government is Rs.209.49 lakhs. MP AGRO have regional offices at all divisional levels and district offices at the district headquarters, from where all the activities of the corporation are being conducted.

Main Objectives of MP AGRO are-

1. To provide modern technology for increasing agricultural production.
2. Contribution to increase in availability of auxiliary and supplementary food grains.
3. To develop Agro-based industries.

ACTIVITY CURRENTLY RUN BY CORPORATION

1. Marketing activities
 - Chemical fertilizers
 - Tractors
 - Power tiller
 - Pump set
 - Agricultural equipment
 - Sprinkler and drip irrigation
2. Establishment of biogas plant
3. Promoting the establishment of food processing industries
4. Production and supply of nutritious food
5. Production and supply of bacterial manure

SCOPE OF EOI

To identify an entrepreneur/ enterprise who will work solely for MP AGRO as its channel partner for doing research, product development, manufacturing and marketing.

OBJECTIVES

1. To promote new inventions and modern technology, which can provide better quality products to farmers / others?
2. To provide opportunity to new as well as existing OEM's to access vast network and brand name of MP AGRO.
3. To develop marketing and technical partner who will work with MP AGRO to do research, product development, manufacturing and marketing.



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ELIGIBILITY OF APPLICANT

In the following section eligibility criterion for applicant with existing unit is given. However M.P. Agro intends to promote entrepreneurs to enter into this business. For this purpose any entrepreneur who intends to apply for EOI is encouraged. Eligibility, terms and conditions, required documents etc. for a entrepreneur intend to establish a new unit for this EOI are given in section-C.

(A) ELIGIBILITY CRITERIA (GENERAL)

SN	ELIGIBILITY CRITERIA	DOCUMENT TO BE UPLOADED WITH OFFER
01	An applicant should be Sole Proprietorship firm / Partnership firm or Limited Company	Gumasta in case of Proprietorship firm, Partnership deed in case of partnership firm & Certificate of incorporation in case of Limited Company.
02	An applicant should be an existing manufacturer of machinery/ agricultural implement/public utility items	MSME registration or Udyog addhar
03	An applicant should have positive net worth during last three financial years in last three financial years. (2019-20, 2020-21 & 2021-22)	C.A. Certificate showing year wise net worth value in rupees & annual accounts for last three financial years. (2019-20, 2020-21 & 2021-22)
04	An applicant should not have been debarred / blacklisted by any Govt. Department / PSU / Cooperative Society for corrupt and fraudulent practices.	Applicant should submit a self declaration to this effect.
05	An applicant should have submitted income tax return for the financial year 2021-2022.	Copy of income tax return
06	An applicant should have submitted latest quarterly GST return.	Copy of GST return (June 2022)
07	An applicant should have minimum average turnover of Rs. 2 cr. during last three financial years in last three financial years. (2019-20, 2020-21 & 2021-22)	Copy of financial accounts for last three financial years. (2019-20, 2020-21 & 2021-22)

08	A detailed project report along with the forecasting of next five years need to be submitted. The project report should contain a brief of items to be developed, expected turnover likely investment involved and financial outcomes, etc.	Copy of Project report
09	Earnest Money Deposit of Rs. 5 lakh (Refundable)	Demand draft in favor of " THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED "

(B) ELIGIBILITY CRITERIA (INFRASTRUCTURAL)

SN	ELIGIBILITY CRITERIA	DOCUMENT TO BE UPLOADED WITH OFFER
01	An Applicant should have industrial land (minimum 1/2 acre) either owned or on lease for at least a period of 25 years from Govt.	Copy of title deed be enclosed
02	An Applicant should have a shop floor of at least 10000 sq ft	Drawing of shop area duly certified by a Chartered Engineers.
03	An applicant should have following Production Machines <ul style="list-style-type: none"> • 10 Ton. Gentry Crain to handling raw as well as finished material • MIG Welding • Induction arc & rectifier welding • Lathe machine • Hydraulic shearing machine • Hydraulic press brake • Gas welding • Sheet bender • pipe cutter • Roller bender • Zinc coating metalizing machine • Air compressor • sand blasting plant • Drill machine • Grinder • Pipe bender • Notch machine • Milling Machine. • Vehicle for transportation of material • Pneumatic testing machine • All types of hand tools. 	Certified by a Chartered Engineers to the effect that all items are in the possession of applicant.

04	An Applicant should have in house following testing facilities. <ul style="list-style-type: none"> • Spectro machine • UTM machine • Impact machine • Hardness testing machine • Civil testing facilities etc. 	Certified by a Chartered Engineers to the effect that all items are in the possession of applicant.
05	In case of applicant want to establish a new unit for this EOI, he/she should have existing unit meeting all the above criteria. Apart from this applicant need to provide a detailed project report for establishing a new unit along with 5 years business plan for it. Applicant should have required financial capability to establish a new unit as per requirements mentioned in this table from point 1 to point 4.	a. Detailed project report certified by a chartered accountant. b. Solvency certificate for Rs. 2 Crore from a nationalized bank.

(C) ELIGIBILITY CRITERIA FOR APPLICANT WHO INTEND TO ESTABLISH A NEW UNIT FOR EOI

SN	ELIGIBILITY CRITERIA	DOCUMENT TO BE UPLOADED WITH OFFER
01	Applicant should have previous experience as Partner, Director or proprietor in a firm meeting eligibility criterion given in section (A) and (D) for at least 3 years.	All the documents as mentioned in section (A) and (B)
02	Applicant must be able to have investment capacity of at least Rs. 2 Crore.	Applicant must provide insolvency certificate of Rs. 2 Crore from a nationalized bank.
03	Surety	Applicant must submit surety in form of Demand Draft of Rs. 10 Lakh. This would be apart from EMD. Surety amount would be released without any interest after 50% of project work is complete, as certified by chartered engineer.
04	Detailed Project Report	Applicant need to submit a Detailed Project Report for setting up of infrastructure required in the eligibility criteria (A) and (B) and for business for 5 years business, certified by a Chartered Accountant.

EVALUATION OF EOI

EVALUATION PROCESS

1. Interested and eligible parties under the EOI, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
2. After scrutiny of EOI, M.P. AGRO will shortlist and inform the eligible applicants for presentation.
3. After presentation final scoring would be done by committee and only the selected applicants would be informed.
4. M.P. AGRO reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges M.P. AGRO to proceed with all or any part of EOI process.

EVALUATION CRITERIA

Evaluation of the Applicant with existing unit will be done on the basis of following point no A to point no F. Evaluation methodology for applicant who intend to establish a new unit is given in point no G :--

S.no	Particular	Max score
A. INFRASTRUCTURE ONE ACRE LAND WITH COVERED BOUNDARY		
a.	One Acre land with covered boundary	5
b.	10000 Sq. ft. Working Shade	5
c.	Office area 300 Sq. ft	5
d.	Labour quarter & Necessary facilities	5
B. MACHINERY AND INSTALLED MATERIAL HANDLING FACILITIES		
a.	Gentry Crain minimum 10 Ton	5
b.	Mig, Induction Arc welding & Gas welding facility	5
c.	Power available in the factory min.15 H.P.	5
d.	Sheet metal working & Production Machines	5

C. TESTING FACILITY		
a.	Spectro Machine.	5
b.	Mechanical Testing like UTM, hardness, Impact machines	5
c.	Civil Testing like compression, _concrete block testing.	5
d.	Chemical testing equipment like ovens, chemicals & necessary apparatus	5
D. QUALIFIED TECHNICAL TEAM		
a.	At least one Graduate Mechanical, One Electronics/Electrical Engineer and qualified Office staff	5
E. PAST EXPERIENCE, FINANCIAL CONDITION, DETAILED PROJECT REPORT		
a.	Innovate, developed, produce and deliver products to Govt. organizations	5
b.	Three year balance sheet & turnover.	5
c.	Detailed project report	5
F. PRESENTATION		
a.	Evaluation of Channel Partner on the basis of presentation of their expertise	20
G. EVALUATION OF ENTREPRENEUR PROPOSING A NEW UNIT		
a.	80% of max score would be provided on his/her existing units' information and documents submitted for point number A to E for their existing units, except for sub-point c of point E.	60
b.	Detailed project report for setting up of new unit with 5 years business plan	20
c.	Presentation	20

TERMS & CONDITION

1. AVAILABILITY OF EOI DOCUMENT

- a) Availability of EOI Document a) The EOI documents can be downloaded from M.P. AGRO website (www.mpagro.org)
- b) Original documents are required to be submitted to Deputy General Manager (Mktd.), M.P. Agro Industries development corporation limited, III floor, Panchanan Bhawan, Malviya Nagar, Bhopal-462003
- c) The applicant shall bear all costs associated with the preparation and submission of the EOI. M.P. AGRO will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

2. IMPORTANT DATES

Date of Uploading of Documents on M.P. AGRO's website	
EOI Submission Start date & Time	
EOI Submission date & time	

3. PROCEDURE FOR SUBMISSION OF THE EOI:

- a) The complete application in respect of this EOI shall be submitted physically to DEPUTY GENERAL MANAGER, M.P. Agro Industries development corporation limited, III floor, Panchanan Bhawan, Malviya Nagar, Bhopal- 462003. EOI in any other forms/ formats would not be accepted in any circumstances.
- b) Intending Parties shall submit Expression of Interest documents in original down loaded form, duly filled, signed and stamped at each page as token of acceptance of all terms and conditions.
- c) M.P. Agro reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges M.P. AGRO to proceed with all or any part of EOI process. The EOI is not the subject of any process of contract or any contractual obligations between M.P. AGRO and prospective applicant.
- d) The signatory of the application for this EOI shall be authorized to sign and submit the EOI and to bind the Applicant Agency with M.P. AGRO for providing Marketing as well as Technical support.

- e) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- f) In case any documents submitted under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and the applicant would be liable for any suitable action.
- g) M.P. AGRO reserves, at its sole discretion, the right to approve or reject any or all EOI(s) without assigning any reason.

4. QUERIES ON THE EOI DOCUMENT:

All prospective applicants may get clarification on their queries before the last date & time of submission of the EOI, from the Dy. G.M. M.P. Agro Email: mpagrohobpl@gmail.com. The queries received after due date/ time will not be considered.

5. AMENDMENT OF EOI DOCUMENTS

- a) At any time prior to the last date for submission of EOI, M.P. AGRO, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this EOI document by an amendment.
- b) Applicants are advised to keep viewing the M.P. AGRO website for any corrigendum/ change. c)
- c) In order to provide prospective applicants reasonable time to take the amendment into account and submit the EOI, M.P. AGRO may, at its discretion, extend the last date for the receipt of EOI and/or make other changes in the requirements set out in this EOI document.
- d) MP Agro shall have the right to issue addendum to Expression of Interest and Tender Documents to clarify, amend, modify, supplement or delete any conditions or clauses or items stated therein. Each addendum shall form part of the original Invitation to Tender. Channel Partners shall have no rights to use any addendum to tender document to modify, supplement or delete any conditions, clauses in the Invitation to Tender Document.

6. PERIOD OF VALIDITY OF EOI

- a) The application/offers under this EOI shall be valid for 2 months from the date of submission of EOI application. An EOI valid for a shorter period shall stand rejected.
- b) In exceptional circumstances, extension of date of EOI validity can be done with prior approval of Managing Director of M.P.Agro.

7. AUTHORIZED SIGNATORY

The person signing the EOI documents should be the duly authorized representative of the Applicant and whose signature should be verified and certificate of authority should be submitted in original. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the Applicant Agency should be annexed to the EOI. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized signatory.

8. OPENING & EVALUATION OF EOI

- a) EOI applications (complete in all respect) received by stipulated time will be opened and scrutinized by duly constituted committee of M.P. AGRO. The committee will examine the documents provided vis-a-viz requirements of M.P. AGRO as per terms & conditions given in this document. EOI received without required documents will be rejected straight away.
- b) During the evaluation, M.P. AGRO at its discretion may call upon the Applicant to give clarifications if required by the Evaluation Committee. The Applicants will also require to give presentations to the Committee and to respond to any question from M.P. AGRO. The place for presentation shall be conveyed to the Applicants at an appropriate date. Failure on part of Applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of EOI application.
- c) M.P. AGRO may consider to waive off any minor infirmity or non-conformity or irregularity in a EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.
- d) The Applicant Agency will be informed regarding acceptance of their application(s) and shall be further advised for participation in EOI process.

9. AMENDMENT IN SCOPE OF WORK:

- a) If, for any unforeseen reasons, M.P. AGRO would require to change the Scope of work, this change shall be acceptable to the Applicant without change in application submitted under this EOI.
- b) M.P. AGRO reserves the right to reject one/ all the EOIs or cancel the EOI without assigning any reasons thereof.

10. GENERAL TERMS:

- a) Channel Partner shall agree to work in any work allotted by M.P. AGRO.
- b) The Channel Partner will upkeep the name of M.P. AGRO during the project implementation.
- c) M.P. AGRO will provide office space to channel partner, for their team members coordinating the project, in their head office premises.
- d) The project will be under M.P. AGRO brand and specified design/colour scheme provided by M.P. AGRO should be used. No other name or alternation of any forms shall be allowed to be displayed at the project location.
- e) For any third party funded project the Channel Partner and M.P. AGRO will work as consortium to implement the project as per requirements of the donor / funding Agency.
- f) If any project needs to be submitted, the Channel Partner should take prior approval of the Competent Authority of M.P. AGRO.
- g) The Channel Partner will ensure that all compliances of the project are followed as per government regulations along with M.P. AGRO guidelines.
- h) The Channel Partner will submit all the necessary records of project milestones related to the project implementation to M.P. AGRO on regular basis and as and when demanded by M.P. AGRO.
- i) The Channel Partner will appoint any consortium partner or technical partner if required for any specific project as per project need with prior permission of M.P. AGRO
- j) The Channel Partner will ensure proper transparency with M.P. AGRO at all levels.
- k) M.P. AGRO may appoint its representatives, time to time, to inspect and check the relevant records of the project being implemented by the Channel Partner.
- l) Any exchange of Manpower between M.P. AGRO and the CHANNEL PARTNER for Project Implementation, will be done through mutual consent and specific Agreement.
- m) Violation in any terms & conditions of this Agreement is not allowed.
- n) At any stage of the supply process, if it is found that Applicant(s) has given incorrect and misleading certificate/information/document(s), M.P. AGRO shall free to take suitable action including cancellation of EOI, forfeiture of security / EOI security amount etc.
- o) The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between M.P. AGRO and the Applicant(s).
- p) M.P. AGRO reserves the rights to call for any additional information/documents from Applicant(s) and same shall be

- submitted by the Applicant(s) to M.P. AGRO within given time period.
- q) M.P. AGRO reserves the right to cancel this EOI in totality without assigning any reason.
 - r) M.P. AGRO reserves the right to increase or decrease the quantity of this EOI without assigning any reason.
 - s) This EOI shall be governed and construed in accordance with the Indian Laws.
 - t) It should be noted by the Channel partner that by entering into this contract, MP Agro shall not be precluded from entering into similar contracts with any other third party of their choice during the subsistence of this contract.
 - u) In cases where invitation to offer of a specific channel partner is not accepted by MP Agro, the channel partner shall not be entitled to claim any cost, charges, expenses incurred by the channel partner.

11. OBLIGATIONS

- a) Channel Partner should meet all the criteria mentioned in the document. In case some/all of the criterions are not met, channel partner must acquire/ establish required setup/infrastructure within 120 days of signing of contract.
- b) Channel Partner will be abiding of all the rules and regulations of various government departments like labor, pollution, quality council of Ind Channel Partner etc.
- c) MP Agro will be a principal partner & party will not have any right to give any commitment either verbal or in written on behalf of MP AGRO any other party without taking consent in written from MP Agro.
- d) Channel Partner will use a manufacturing set up and laboratory or other infrastructure only for working with MP AGRO.
- e) Channel Partner will be completely responsible for every project right way from planning, organizing and funding till execution and after sales services.
- f) Channel Partner will mandatorily share all its project details with the department and work accordingly only after consent from MP Agro.
- g) Channel Partner will be completely responsible for fulfilling all the compliances related to quality of product. In case of any discrepancy MP Agro will not be responsible.
- h) Rights of Trademark will be reserved for MP Agro. Channel Partner will not be able to market products with any other brand name.
- i) Channel Partner will not go under any manufacturing contract till a contract between a Channel partner and MP Agro exist.

- j) Channel Partner will be completely responsible for all financial and operational reporting and, it will support departmental audits with all facts and figures.
- k) It shall be the sole obligation of the Channel partner to have a encumbrance free title over the land and to provide such source & manpower who are acquainted and equipped with the sufficient exposure and skills as to discharge the duties.
- l) It shall be the sole obligation of channel partner to maintain and upkeep all the production and testing machines in a manner so as to ensure smooth functioning of the obligations.

12. RESERVATION OF INTELLECTUAL PROPERTY RIGHTS-

Right to trademark will be owned by MP Agro whereas all the technical rights like patents and copyrights will be reserved for Channel Partner. Every expense related to intellectual property will be borne by Channel Partner. Any patent or copyright within a period of contract cannot be shared with any third party by the private party without consent from MP Agro. Channel partner will be free to acquire patents/ copyrights for products to be sold through MP AGRO.

13. CONTRACT OVERVIEW

- a) The selected Channel Partner will do an agreement with M.P. AGRO for minimum 5 years. It can be extended further with mutual consent of both the parties. M.P. Agro reserves the right to terminate the contract at any point without giving any reasons. There would not be any obligation of M.P. Agro on early termination of Contract.
- b) The selected Channel Partner will work with M.P. AGRO to undertake activities to design, develop, test and manufacture innovative product, according to the govt. department or farmers need with consultation and consent of M.P, Agro.
- c) The selected Channel Partner will work with M.P. AGRO to facilitate various training program given by M.P. AGRO, other government departments and privet sector.
- d) The selected Channel Partner will work with M.P. AGRO to utilize various engineering testing facilities available in house, to test material procured by M.P. AGRO for various department as required. Channel partner can also give service of testing to other department on chargeable basis.
- e) The selected Channel Partner will do production work only for M.P. AGRO. Channel Partner will not sell item in open market without consent of M.P. AGRO.

- f) Channel Partner is exclusively liable to do work with M.P. AGRO or as per instructions given by M.P. AGRO.
- g) M.P. AGRO will not give any type of financial help or funding to the Channel Partner. Channel Partner has to arrange its own funds for creating infrastructure for doing research and development, manufacturing, and testing.
- h) The Channel Partner will also collaborate with M.P. AGRO on sourcing and delivering consulting/technical assistance/services that cater to corporations, Government institutions and private sector in the broader ecosystem of agriculture & allied sectors. The Channel Partner will prepare Agreement with Roles and Responsibilities of both the parties.
- i) Channel partner will also be doing marketing of its product on behalf of MP Agro. This marketing effort would be additional to what M.P. Agro will do with its own channel.
- j) All orders will be received by M.P. Agro (district or head office). After receiving of order M.P. Agro will place order to Channel Partner.
- k) Channel partner will inform selling price to MP Agro for products which will be finalized after scrutiny/negotiation Channel Partner by MP Agro. Mp Agro reserves the right to withdraw from sale of the products offered for sale in full or part thereof prior to or after the acceptance of the tender without assigning any reason whatsoever.
- l) All Invoices to customers will be raised by M.P.Agro.
- m) MP Agro shall not entertain any claim/complaint from the respective third party buyers for any deficiency in the quality of the product. Further, MP Agro disclaims all liability for refund of money whole or any part of money or for any loss or liability incurred by any third party due to the product offered for sale by the channel partner.
- n) Payment: No advance payment shall be made in favor of the channel partner. The payment shall be done as per the schedule decided by MP Agro.

14. CORRUPT OR FRAUDULENT PRACTICES:

- a) It is expected that the Applicants who wish to EOI for this supply have highest standards of ethics.
- b) M.P. AGRO will reject EOI if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.
- c) M.P. AGRO may declare an Applicant ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

15. INTERPRETATION OF THE CLAUSES IN THE EOI DOCUMENT

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, M.P. AGRO interpretation of the clauses shall be final and binding on all Applicants/parties.

16. LIST OF DOCUMENTS FOR SUBMISSION OF THE EOI

Following documents have to be submitted along-with EOI in a sealed cover:

- a) Complete EOI document stamped and signed by authorized signatory of the Proprietorship / Partnership Corporation / Company etc.
- b) Application form duly filled, stamped and signed by authorized signatory of the Proprietorship/Partnership/Corporation/ Company etc. as per format “Annexure-VIII” of this EOI documents.
- c) Self attested & stamped copy of last three years till financial year audited Balance Sheet and Profit & Loss Account of the Applicant Agency including copy of ITR. Above nor required for New started Firm.
- d) Self attested & stamped copy of GST registration certificate.
- e) Self attested & stamped copy of PAN of the Applicant Agency.
- f) Self attested & stamped copy of valid Registration Certificate of the Applicant Agency.
- g) Self attested & stamped copies of project orders/Invoices which shows the experience of the applicant in research, production, procurement and financial year wise, for the every financial year of the total experience up to March 2022.
- h) Self attested & stamped copy of valid address proof of the Applicant Agency. Address proof of the shall be electricity bill, certificate of GST registration.
- i) Self attested copy of Aadhar card of authorized signatory.
- j) Copy of the Board Resolution in favor of the Authorized Signatory in case of Registered Company.
- k) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format “Annexure-IX”./ Not required for new Firm.
- l) Self attested & stamped copy of this EOI document as a token of acceptance of terms & conditions of this EOI document.
- m) List of Directors / Partners / Members of the Applicant Agency as per attached format at “Annexure-X”.

- n) Self Declaration on letter head of the Applicant Agency that it has not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- o) Self Declaration on letter head of the Applicant Agency that it has not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in any Government / CSR Project.
- p) Self Declaration on letter head of the Applicant Agency that it has not been prosecuted for violation of law in India or abroad and there are no Court against the Applicant Agency in any court of law.
- q) Self declaration on letter head of the Applicant Agency for not being under liquidation, court receivership and/or similar proceeding.
- r) Self declaration on letter head of the Applicant Agency for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- s) Bank account details of the Applicant Agency (copy of cancelled cheque/ passbook).
- t) Annexure-I to Annexure-XI, duly filled in, signed and stamped (wherever applicable).

17. INTIMATION TO THE SUCCESSFUL APPLICANTS:

- a) M.P. AGRO will intimate the successful Applicant(s) well before the validity of the EOI through email or phone.
- b) Successful Applicant will also need to sign a separate Service Level Agreement with M.P. AGRO within 10 (Ten) working days of selection.

18. GENERAL PROVISIONS AND APPLICABLE LAWS

Applicable Law, Jurisdiction And Dispute Resolution

- a) This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Bhopal and High court of MP shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.

- b) All or any dispute arising out or touching upon or in relation to the terms of this EOI documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at Bhopal Madhya Pradesh and language of arbitration shall be English.
- c) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between M.P. AGRO and successful Applicant(s) after EOI and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI documents.

19. FORCE MAJEURE:

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

20. HOLIDAY LISTING:

Notwithstanding anything contained in this EOI documents, M.P. AGRO policy for HolidayListing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, M.P. AGRO at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

21. PREVENTION OF FRAUD AND CORRUPTION:

- a) The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with M.P. AGRO.
- b) The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of M.P. AGRO employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the process of EOI.
- c) The Applicant(s) shall not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- d) The Applicant(s) shall not commit or allow any employees of M.P. AGRO to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Applicant(s) will not use improperly or allow any employee(s) of M.P. AGRO, for purposes of competition or personal gain, or pass onto others, any information or document provided by M.P. AGRO as per of the business relationship, including information contained or transmitted electronically.
- e) The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- f) The Applicant(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform M.P. AGRO of same without any delay.

22. INTERPRETATION OF THE CLAUSES IN THIS EOI DOCUMENT:

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, M.P. Agro. interpretation of the clauses shall be final and binding on Applicant(s).

Annexure -VIII

APPLICATION FORM

To

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

Sub :- EXPRESSION OF INTERESTS ARE INVITED FROM INDIAN APPLICANT TO DEVELOP AND MANUFACTURE RESEARCH BASED NEW PRODUCT WITH TESTING ON VARIOUS PARAMETERS & MARKETING OF THE PRODUCTS ON BEHALF OF CORPORATION.

Dear Sir,

Kindly accept our application for EOI Document for **EXPRESSION OF INTERESTS ARE INVITED FROM INDIAN APPLICANT TO DEVELOP AND MANUFACTURE RESEARCH BASED NEW PRODUCT WITH TESTING ON VARIOUS PARAMETERS & MARKETING OF THE PRODUCTS ON BEHALF OF CORPORATION** for the whole country. I am submitting application and details as under.

1	Name & Address of the Applicant Firm			
	If Proprietorship			
	a) Name of Proprietor			
	b) Full Address			
	c) PAN number /GSTN No			
	If Partnership			
	a) Name of partners and their address	1.	2.	3.
	b) Is partnership deed registered If yes then date of registration (attach copy of deed)	Yes / No	Date	
	If Limited or Pvt. Limited Company under Indian Companies Act 1956.			
	Limited or Private Limited			
Registered Office Address				
Certificate of incorporation				
2	Name, Designation & Mobile Number of Contact Person,			
3	Name of Person Singing the EOI (In Case Of Authorized Person Specific Power of Attorney has to be submitted)			
5.	Detail of turnover for last three year for the item quoted	YEAR	TOTAL TURNOVER (Rs. in Lacs)	TURNOVER IN MP (Rs. in Lacs)
		2019-20		
		2020-21		
		2021-22		

I hereby, confirm that all the above information is true to the best of my knowledge & belief. All the documents as required have been uploaded/submitted.

Date :

Note:

1. Separate sheet may be used if necessary.
2. Strike out whatever not applicable.

**SEAL & SIGNATURE
OF THE APPLICANT**

FORMAT OF CERTIFICATE TO BE ISSUED BY
CHARTERED ACCOUNTANT

To,
Deputy Manager (Mkt),
M.P. Agro Industries development Corporation Ltd ,
III floor, Panchanan Bhawan,
Malviya Nagar,
Bhopal - 462003

We hereby certified that M/s..... having registered office at..... is engaged in the work of..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

S. No.	Particular	FY-2019-20 Value Rs.in lac	FY-2020-21 Value Rs.in lac	FY-2021-22 Value Rs.in lac
1	Total Turnover			
2	Supply Turnover			
3	Net Worth			

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)

Designation

Membership No.

Mobile No.:-

Place of Issue:

**LIST OF THE DIRECTORS/ PARTNERS ON THE
LETTER HEAD OF THE APPLICANT**

Detail of Director/ Partner/ Proprietor

S. No.	Name of the Director/Partner/Proprietor	Residential Address	Mobile No. & E Mail	Aadhar No.

UNDERTAKING FROM APPLICANT
(TO BE SUBMITTED ON THE LETTER HEAD)

To,

Deputy Manager (Mkt),
M.P. Agro Industries development Corporation Ltd ,
III floor, Panchanan Bhawan,
Malviya Nagar,
Bhopal - 462003

Dear Sir,

This has reference to the EOI reference no. _____ dated
.....published in the website of M.P. AGRO. In response to the said EOI,
I/ we have submitted our EOI at your office.

In connection with the above EOIs, I / we hereby declare and undertake as
under: -

1. That we are neither related to any member(s) of your Board of Directors, Members ,Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
2. That we have read this EOI documents completely and all terms & conditions given in this EOI documents are acceptable to me/us.
3. That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
4. That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this EOI.
5. That in case of any violations to the above declarations at any stage of the EOI, M.P. AGRO reserves the sole right to cancel the candidature under this EOI.

For and on behalf of

(Authorized Signatory with Proprietor/ Partner / Corporation / Company)

Seal/Stamp