



**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**

PANCHANAN, 3rd FLOOR, MALVIYA NAGAR, BHOPAL  
PHONE - 0755-2556857, 2761392 FAX 0755-2557305,  
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**ONLINE  
SHORT NOTICE RATE CONTRACT OFFER DOCUMENT (RCO)**

**FOR SUPPLY OF  
~~PLASTIC CRATES AND TRAYS AND SEEDLING TRAYS AND ROOT TRAINER~~**

**HO/ HORTI/ 2021 - 22/ DATED 24.02.2022**

- (1) ~~PLASTIC CRATES AND TRAYS~~ (ISI MARKED / NON ISI) useful in Horticulture, Sericulture and Fisheries  
(2) **SEEDLING TRAYS AND ROOT TRAINER** , useful in Horticulture, Agriculture and Sericulture

For Financial year 2021-22,2022-23 (onwards\*)

**DUE DATE 04.03.2022**

RCO submitted for ----- (to be filled by Offerer/Applicant)

*\* see clause no 15 Annexure 1*



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

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL  
Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

HO/ HORTI /2021-22/

Dated 23-02-2022

**SHORT NOTICE INVITING RATE CONTRACT OFFER (RCO)**

The Corporation invites On-line short notice Rate Contract Offer (RCO) from eligible manufacturers/ authorized distributors as per details mentioned in the RCO documents, under e tendering system for supply of (1) ~~PLASTIC CRATES AND TRAYS~~ (ISI MARKED / NON ISI) useful in Horticulture, Sericulture and Fisheries (2) **SEEDLING TRAYS and Root Trainer** , useful in Horticulture, Agriculture and Sericulture, along with Earnest Money Deposit of Rs 100,000 (EMD) for each Item as detailed in RCO document, up 5.00 pm on 04-03-2022.

RCO document is available at [www.mptenders.gov.in](http://www.mptenders.gov.in). Amendments if any, will be published on Corporation's website [www.mpagro.org](http://www.mpagro.org), and portal [www.mptenders.gov.in](http://www.mptenders.gov.in) only. No further Notice will be published in the news paper.

**Assistant Manager  
{Horticulture}**



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

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

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

**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**

**RATE CONTRACT OFFER DOCUMENT FOR SUPPLY OF MULCH FILMS USEFUL IN  
HORTICULTURE, SERICULTURE**

This document contains 23 pages, Index is as below:

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**Meaning of the words used in this document:**

•	The Corporation	-	M.P. State Agro Industries Development Corporation Ltd.
•	RCO Document	-	Rate Contract Offer Document
•	Beneficiary/ Consignee	-	The person/department who wish to purchase the items through this Corporation.
•	Application forms/ the document	-	Application forms and all other relevant annexure/ documents
•	Applicant /Offerer	-	The Manufacturer/Authorized Distributor who submits offers for Rate contract for supply and installation of Items as per document.
•	The supplier	-	Firm whose name is registered against this RCO
•	EMD	-	Earnest Money Deposit
•	SD	-	Security Deposit
•	Department	-	Directorate of Horticulture and Farm Forestry, Govt. of Madhya Pradesh.
•	Managing Director	-	Managing Director of M P State Agro Industries Development Corporation Ltd, Bhopal
•	CIPET/MANIT	-	Central Institute of Plastic engineering and Testing/ Maulana Azad National Institute of Technology

## A. DISCLAIMER

Though adequate care has been taken in the preparation of this RCO document and Technical Specifications. The Offerer should satisfy himself that the document is complete in all respect. Intimation of discrepancy, if any, should be informed to the Corporation before **28-02-2022 up to 2.00 pm**. In case of non-receipt of such intimation, it shall be deemed that the Offerer is satisfied that the document is complete in all respects.

Information received against any discrepancy (up to due date and time as mentioned above) will be examined and if any amendments required same will be appended with RCO document. If no amendments are required the Offerer have no right to raise objection.

## B. SCHEDULE OF RATE CONTRACT OFFER BIDDING PROCESS

The Rate Contract Offer (RCO) is invited under E- Tender system and bidding process will have following steps:

### Bidding Process

Stages of Bidding	Scheduled Date	Scheduled time
On Line Purchase of RCO	on payment of 11,800/- GST extra on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>	1-00 PM on 24-02-2022 to 5.00 PM on 04-03-2022
EMD	On Line payment of 1,00,000/- for Each Item on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>	1-00 PM on 28-02-2022 to 5.00 PM on 04-03-2022
Due date of receipt of Queries or suggestions from Applicant (offerer) if any pertaining to the terms and condition mentioned in RCO.		Up to 2.00 PM On 28-02-2022
Due date of uploading replay to queries and suggestions		Up to 5.00 PM On 01-03-2022
Closing of Bid	04-03-2022	2.00 PM
Submission Of Hard Copy	04-03-2022	1.00 PM
Opening of on Line Technical Bid	04-03-2022	3.00 PM

**Opening date of Price bid of eligible offerers will be informed by email provided by them and published on Notice Board and website of the corporation**

Each stage of bidding process will take place on the date and time mentioned against them. However if the date and time is changed / postponed, information in this regard will be published on Corporation's web site only.

**C. SCOPE OF WORK:** The Items having specification as mentioned at **annexure 4** of this document is being required in various schemes / departments of State Government/ Farmers. The Corporation with its 52 district offices takes the advantages of the schemes/ Market to generate business of the said items.

**D. SPECIFICATIONS:** The Items having specification as mentioned at **annexure 4** of this document is being required.

**E. INSTRUCTION OF OFFERERS :**

- 1 The offers are invited under e-tendering system from the manufacturers or their authorized dealer/distributor.
- 2 The offerers are required to read carefully the terms and conditions of document and submit documents/ relevant information mentioned in RCO document which is available on website only after affixing their digital signatures as a token of acceptance.
3. Any amendment(s) in the document including extension of date etc., such amendment(s) will be hoisted on the Corporation's website [www.mpagro.org](http://www.mpagro.org). & on [www.mptenders.gov.in](http://www.mptenders.gov.in). No further notification will be published in the news paper. Accordingly interested bidders are advised to keep close watch on the Corporation's website in their own interest. It is also to be noted that any such amendments will be part of Rate Contract.
- 4 The Offerers will have to get registration with [www.mptenders.gov.in](http://www.mptenders.gov.in) for E-tendering, without registration Offers cannot be uploaded on portal. To participate in Online RCO interested offerer will be required Registration at Portal and valid class 3 digital signature certificates. Any charge/fee required for registration by [www.mptenders.gov.in](http://www.mptenders.gov.in) is to be paid by offerer.
5. The RCO document is available on website [www.mpagro.org](http://www.mpagro.org) of the Corporation (for view only) & on [www.mptenders.gov.in](http://www.mptenders.gov.in) for on line submission.
6. RCO Document can be downloaded by paying on-line payment Rs 14,000 exclusive of GST on [www.mptenders.gov.in](http://www.mptenders.gov.in) against the cost of document.
7. Annexure 1,2,3,5 and 7 are common for all items and **annexure 4** for Eligibility Criteria and Technical Specifications and **annexure 6** for Financial offer here the format are separate for each item. Offerer has to submit separate-separate RCO and price bid for different types of items along with required cost of document and EMD.
8. All the Mandatory Documents listed below are to be uploaded (in JPG or PDF format only, in minimum resolution of 100 DPI.) (Self Certified with Seal and signature) Document uploaded in any other format will not be considered.

<b>Sno</b>	<b>TYPE OF DOCUMENTS</b>	<b>AS PER CLAUSE</b>
1	Manufacturing Registration Certificate (License/ Acknowledgement EM Part II /IEM/ Udh yog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the tendered item (Plastic Item).	Annexure 4 A
2	In case of ISI Mark Item Manufacturer must have valid license issued by BIS for relevant BIS Standard And / or In case of non ISI mark items test report on all parameter specified in technical specification annexure – 4 issued by CIPET not older than 1 year from the date of submission of RCO.	Annexure 4 A Annexure 4 A
3	Valid Permanent Account Number (PAN) alongwith last three financial years (2018-19, 2019-20 and 2020-21) ITR certificate	Annexure 4 A
4	Good and Service Tax Identification Number (GSTN) of Manufacturing Firm alongwith last three month GST return certificate. Offerer must have to submit firm's balance sheet for last three financial years (2018-19, 2019-20 and 2020-21)(Certified by C.A.).	Annexure 4 A
5	Affidavit	Annexure 3

<b>In Case of Authorized Distributor Following Document along with above</b>		
1	Valid Permanent Account Number (PAN) of Authorized Distributor	Annexure 4
2	Good and Service Tax Identification Number (GSTN) of Authorized Distributor	Annexure 4
3	Affidavit on Rs 500/-non judicial stamp paper	Annexure 3
4	Authorization certificate on manufacturers letter head**	Annexure 5

\*\* Note in case of Authorized Distributor, Affidavit as per Annexure 5 has to be submitted by Authorized Distributor only.

8. Offerer has to deposit on line the required Earnest Money Deposit (EMD) of Rupees 1,00,000/- (One Lac only for each Item) on portal [www.mptenders.gov.in](http://www.mptenders.gov.in).
9. Offerer must submit hard copies of complete technical bid including qualification criteria and related documents duly self attested (**except Price Bid**). These documents must be dropped in Tender drop box placed at Office of the Managing Director M P State Agro Industries Development Corporation Limited, 3<sup>rd</sup> floor, Panchanan Bhawan, Malviya Nagar, Bhopal, on or before due date and time of submission of offer.
10. All documents uploaded on web site must be clear and readable. In case of any non clarity of uploaded documents or any dispute over documents uploaded online in E-Tender, the hard copies submitted by the offerer shall be treated final.
11. Offerers are advised to upload their offer well in time without waiting for last date of offer submission in order to avoid congestion or any other unforeseen circumstances.

**F. PROCEDURE FOR RATE CONTRACT**

1. The Corporation invites the Offers for Rate Contract for supply of items as specified in Annexure 4.
2. Not more than one offer for one item will be accepted from any Applicant/ Manufacturer. If any individual participating in the offer, representing more than one firm in one or different names and it comes to our knowledge at any point of time, all such offer will not be entertained and shall be liable for rejection.
3. It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.
4. The Managing Director of the Corporation will decide the modus operandi for the selection of Offerer for Rate Contract and Finalizing of Rates.

**GENERAL TERMS AND CONDITIONS**

**General Terms and Conditions of Rate Contract offer is as under :**

**01- AVAILABILITY OF RATE CONTRACT DOCUMENT (RCO)**

- 1.1 The RCO document is available on website [www.mpagro.org](http://www.mpagro.org) of the corporation, & on [www.mptenders.gov.in](http://www.mptenders.gov.in).
- 1.2 RCO Document can be purchased by paying on line payment Rs 11,800/- exclusive of GST on [www.mptenders.gov.in](http://www.mptenders.gov.in) against the cost of document.
- 1.3 Any amendment(s) in RCO document including extension of date etc., such amendment(s) will be hoisted on the Corporation's website [www.mpagro.org](http://www.mpagro.org). & on [www.mptenders.gov.in](http://www.mptenders.gov.in). No further notification will be published in the news paper. Accordingly interested bidders are advised to keep close watch on the Corporation's website in their own interest. It is also to be noted that any such amendments will be part of Rate Contract.

**02- STAGES AND DUE DATES FOR BIDDING-**

The stages of bidding with important dates has been mentioned at point B (page no 5)

**03- RATE CONTRACT OFFER DOCUMENT**

The Rate Contract offer document comprises of 37 pages (Annexure 1,2,3,5, and 7 are common for all items and Annexure 4 and 6 are different for each Item. The Offerer is expected to read carefully all annexure and conditions mentioned herein. Failure to comply with the requirements of submission of offer will be at the offerer risk. Offers that are not substantially responsive to the requirements of the RCO documents will be rejected.

**04- SUBMISSION OF RATE CONTRACT OFFER.**

- 4.1 Rate Contract Offer has to be submitted on line, on website [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before due date and time, mentioned at Point B page no 5
- 4.2 All the Mandatory Documents to be uploaded (Self Certified with Seal and signature) as per list in Point E 8 shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI or above. Document uploaded in other format will not be considered.
- 4.3 Self attested hard copies of all documents as mentioned in point 4.4 must be dropped in Tender drop box placed at Office of the Managing Director M P State Agro Industries Development Corporation Limited, 3<sup>rd</sup> floor of Panchanan Bhawan, Malviya Nagar, Bhopal, on or before due date and time .
- 4.4 The Envelope of Hard Copies shall be submitted in a sealed cover super scribed with words "**Rate Contract Offer for supply of -----  
Technical information regarding eligibility**"

*Envelope should contain the following documents:-*

- i) RCO Document with annexure 1, 2, 3, 5 (annexure 4 for relevant item only) and 7 (signed only) duly filled and signed on each page by authorized signatory. Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ Udhog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.



- ii) In case of ISI Mark Item Self Certified Copy of Valid BIS Licence for relevant BIS Standard  
or  
In case of non ISI mark items test report on all parameter specified in technical specification **Annexure – 4** issued by CIPET not older than 1 year from the date of submission of RCO.
- iii) Self Certified Copy of Valid PAN and GSTN offerer must have to submit firm's balance sheet for last three financial years (2018-19, 2019-20 and 2020-21) should be uploaded. (Certified by C.A.) (of Manufacturer and Authorized Distributor as the case may be)
- iv) Affidavit as per **Annexure 3**
- v) In case of Authorized Distributor valid Authority to submit the RCO to this Corporation in Down Loaded Colored Printout / original (as per **Annexure 5**)
- vi) Authority to sign Rate Contract (In Case Of Authorized Person Specific Power of Attorney has to be submitted/ In Case of Pvt Ltd/ Ltd Company copy of Board Resolution has to be submitted/ Not Applicable In Case of Partnership/ Proprietorship firm)
- vii) In case of Bio Degradable offerer has to submit test report not older than 5 year from the date of submission of RCO regarding Bio degradation as per ISO 15985:2004 (Plastics -- Determination of the ultimate anaerobic biodegradation and disintegration under high-solids anaerobic-digestion conditions) Issued by Indian Packaging Institute / CIPET or NABL Recognized Lab. As this test may take minimum 3 months thus offerer who have submitted samples to labs for testing well before due date of submission of RCO, may submit relative proof of submission of samples. Offers have to submit Final test report before agreement.

- 4.5 Hard Copies received in the offer box up to due date and time (page no. 5). In case of only few non clarity of uploaded documents or any dispute over documents uploaded online in E-Tender, the hard copies submitted by the offerer shall be treated final. The Corporation can take hard copies/ uploaded documents in consideration in exigencies required to do so.
- 4.6 The Corporation is Not responsible for non submission of offer due to any unseen reasons like server downs, network problems etc. Offerers are advised to submit their offer well in advance before last date and time of submission to avoid such problems.
- 4.7 The Corporation will not be responsible for any delay on any account in receipt of hard copy of offer, even if the delay in receipt was caused in postal transit or any other reason, whatsoever.
- 4.8 On-line offer will be opened on due date and time as mentioned clause 2 in the presence of the representative of firms who wishes to be present. However if the date and time of opening of offer is changed due to any unforeseen reason the revised date and time of opening will be uploaded on website of the Corporation only.

05- **EARNEST MONEY DEPOSIT (EMD):**

Offerer has to deposit required Earnest Money on-line on [www.mptenders.gov.in](http://www.mptenders.gov.in)

- (i) Earnest Money of all unsuccessful Offerer will be returned by mptenders.gov.in directly in the same account of the applicant. No interest is payable on the amount of EMD at the time of refund.
- (ii) Earnest Money shall be forfeited if the offer is withdrawn.
  - a. At any time prior to its rejection,
  - b. Before or after the acceptance is communicated to the Offerer.
  - c. If the selected Offerer fails to execute the agreement within prescribed time limit.
  - d. If it is found that false documents/ information are submitted.
- (iii) The EMD will remain with the Corporation during the currency of the contract and/or till successful execution of all the order placed during the currency of the contract and will be refunded to the supplier without interest in case of no dispute.
- (iv)- Earnest money of successful Offerer will be adjusted against Security Deposit (SD) at the time of the execution of the agreement.

06- **SECURITY DEPOSIT (SD):**

- (i) The Security deposit will remain with the Corporation during the currency of the contract and will be refunded to the supplier without interest only in case of no dispute.
- (ii) Security deposit will be forfeited in case of failure of supply of the material as mentioned in the purchase order, in time and as per the approved specifications or for any breach of terms and condition of the agreement and RCO.
- (iii) The security deposit will be refunded on demand after the successful execution of all orders during currency of the contract period provided no dispute; claims or complaints exist for settlement without interest.

07- **TECHNICAL SPECIFICATION:**

Technical Specifications of Items are given in **Annexure 4**. Supplier has to supply items as per the mentioned specification and submit relevant information as sought by Corporation.

08- **QUOTING OF RATES FOR RATE CONTRACT:**

- 8.1 The Offerer must submit rates online only as per format given in **Annexure 6** This Format of price schedule is a sample for the offerer. The offerer are instructed to fill the rates in prescribed price schedule available on portal.
- 8.2 Offerer has to quote supply rate per unit (**as mentioned in Annexure 6**) inclusive of all taxes and F.O.R. destination basis which is usually a block head quarter of the districts of M.P. Rates exclusive GST and inclusive GST should be mentioned as per **Annexure 6**.
- 8.3 Supplier has to indicate GST% and relevant HSN Code in relevant column of **Annexure 6**.
- 8.4 The offerer should quote their lowest price, in accordance to the condition mentioned in **clause No. 9**.
- 8.5 In Case of Taxation rates / Taxation Pattern is revised by Central/ State Govt. the same will be applicable to the rates decided by the Corporation.
- 8.6 Corporation Margin: Normally Corporations will sale this material by adding **maximum of 5% margin** on purchase price excluding GST (basic Price). Suppliers are requested to quote their lowest price, in accordance to the condition mentioned in **clause No. 9**.

09- **REASONABILITY OF RATES:**

Offerer shall have to offer his lowest rates and it should be strictly in accordance with the clause mentioned below (applicable from the date of Submission of RCO).

- (i) The price charged for Item(s) under this contract by the offerer shall in no event exceed the lowest price at which the identical items to any other person /Organization/ Government Department/ Govt. Corporation / or any Govt. Body in Madhya Pradesh during the period of contract till completion of all orders issued during the currency of contract.
  - (ii) At any time during the aforesaid period, If the Supplier reduces unit sale price of such offered item(s) or sells such items to any other person / organization at a price lower than the price chargeable under the contract, the Supplier shall forthwith notify such reduction in the rate to the Corporation.
  - (iii) After such reduction in unit sale price, the amount paid under this contract to supplier shall be reduced correspondingly & the Corporation shall be entitled to recover such excess amount from the supplier's forthcoming bills.
- 10- **NEGOTIATION:** It is clarified that normally, no rate negotiation will be done and therefore the offerer should quote their lowest prices only. However if rate received is not reasonable than on recommendation of committee, the Managing Director of the Corporation may decides to give counter offer of the rates decided by the Corporation to all eligible offerers.
- 14- **VALIDITY OF APPLICATION:**  
Applications received against this RCO shall be valid for acceptance for 6 months from the due date of Submission of offer.
- 15- **VALIDITY OF RATE CONTRACT:**  
The Rate Contract against this RCO is valid up to **31-03-2023** and onwards. The RCO can be extended after the expiry i:e **31-03-2023** onwards to further one year or till the new Rates are circulated after finalizing the New RCO in this regards.
- 16- **EXECUTION OF AGREEMENT:**
- (a) The Corporation will intimate the successful offerer regarding acceptance of his offer and inform him to execute an agreement. In case the offerer fails to execute agreement within time limit the EMD deposited by offerer shall be forfeited.
  - (b) The successful offerer shall have to execute an agreement as per **Annexure 7** with the Corporation. The agreement will be executed on non-judicial stamp paper of Rs. 1000/-, the cost of the same will be borne by the offerer.
- 17- **PLACEMENT OF ORDER:**  
**On receipt of demand from District Offices of the Corporation,** the Authority at Head office/ Regional Manager of the Corporation shall place purchase order to the supplier, the Managing Director will decide the order placing authority.
- 18- **SCHEDULE AND MODE OF SUPPLY / PAYMENT**
- 1- The supplier has to supply the ordered material as scheduled in supply order and submit bill in triplicate along with receipt/acknowledgement of Consignee (Department).
  - 2- The payment shall be released on "Payment after Payment" basis (i:e on receipt of payment from Consignee (Department) the Corporation will make payment to supplier) as follows:
    - a) As far as possible, 80% payment of supplier's bill will be made within 30 days on receipt of bill by the Corporation against the supplies along with proper receipt of items of the ordered quantity at the destination in good condition duly issued by the Consignee and countersigned by the District Manager of the Corporation for the Consignee's district.

- b) Balance 20% payment of the bill be paid after receipt of satisfactory performance report from the user department.

**Note:** Corporation will release the balance 20 percent payment after 120 days (from the date of supply) considering there is no complaint by the Consignee against the quality of the supplied material after getting the certificate from the District Manager of the Corporation.

- 3- The supplier shall ensure that the ordered material in all as per order supplied by him reaches to the consignee at destination in good condition.
- 4- In case supplier fails to supply material within said time limit, the consignment will be accepted only with due concern of the consignee department.
- 5- Failure on the part of the supplier for timely supply, may lead to forfeiture of the Security Deposit and the rate contract shall stand cancelled and agreement terminated.
- 6- If any dispute regarding the quality/ quantity of the material supplied, the Corporation will make payment after settlement of the dispute only.

19- **TARNISIT INSURANCE:**

The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (R RTPND).

20- **WARRANTY:**

The material supplied should carry minimum 1 year warranty (not for biodegradable items) from the date of supply. The Supplier is responsible for damages if any occurring due to manufacturing defect, inferior quality etc. in such case the supplier will replace / repair such material on its own expenses within 10 days from the date of receipt of intimation. If the supplier fails to do so in the given time limit of 10 days the department/ beneficiary will be free to repair/ replace the defective material from open market and The Corporation will recover the cost or expenditure whatsoever, from the future bills of the supplier or from the security deposit. During the warrantee period the suppliers are expected to give hand holding / guiding support to the beneficiary in using the item supplied.

21- **TESTING FOR QUALITY:**

In Case of any dispute of quality, the Corporation will get the material tested in order to ascertain the quality by testing in CIPET, the testing charges incurred for the same shall be recovered from the bills of supplier.

22- **FORCE MAJEURE CLAUSE:**

If any time during the currency of contract the performance in whole or in part by either party or any obligation under this contract shall be prevented /delayed by reasons of any war, hostility, acts of the public enemy, civil commotions sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strike. lockouts or beyond human control (hereinafter referred to as eventualities) then neither party will be way of such eventuality be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in performance (provided notice of the happening of any such eventualities is given by either party to the other within 21 days from the date of occurrence thereof) Deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or ceased to exist.

- 23- Submission of RCO shall deem to be the acceptance by the offerer of the all the terms and conditions contain herein.

- 24- The Managing Director of the Corporation reserves the right to accept or reject any or all the offers without assigning any reason whatsoever at any time prior to the award of the contract, without incurring any liability to the affected offerer and any obligation to inform the affected offerer of the grounds.

- 25- **PURCHASE PREFERANCE:** As per the policy of the State Govt. in respect of purchase of material for the use of Corporation purchase preference to the extent of 30% shall be given to those Manufacturers who belong to the SC/ST category. A self certified photocopy of certificate issued by competent authority.
- 26- **INSPECTION:** The Managing Director may decide to inspect the Production/ Quality Control Facilities of the offerer before or after the execution of agreement. If any time it is found that the information submitted by offerer/Supplier is not according to the documents submitted the Managing Director reserves the right to reject the offer or terminate the agreement.
- 27- **SELECTION OF FIRMS:** The Managing Director of the Corporation will decide the modus operandi for the selection of offerer for Rate Contract. It should be noted that the Corporation may select one or any number of firms to get Rate contract. The decision of the Managing Director of the Corporation shall be final and binding to the offerer.
- 28- The Managing Director of The Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred) which may be forfeiture of SD and/or debarring the supplier for maximum period of 5 years to supply all materials, whatsoever may be, through this corporation.
- 29- Managing Director of the Corporation reserves the right to amend or replace or change any condition without any notice, in exigencies required to do so.
- 30- **Arbitration:** In case of any dispute arising between the supplier and Corporation the matter shall be referred to General Manager of the Corporation. In case the supplier is not satisfied with the decisions of General Manager the matter shall be referred to the Managing Director of the Corporation who will act as sole arbitrator finally passes his verdict, which will be binding, to supplier and Corporation.
- 31- For all legal proceedings, the District Court Bhopal will have jurisdiction.
- 32- The supplier as to ensure proper training after sales and services (as wherever applicable) to the farmers to whom the product is been supplied. The supplier has to submit plan for training and after sale service to farmer to District Horticulture officer and District Manager M.P. Agro. The supplier has ensure that a training must contain training material regarding uses of supplied material, market linkages, production technique and registration for Organic Certification etc.
33. **OPEN ENDED PROCEDURE:-** For supply of ~~Plastic Crates~~ and Trays, Seedling Trays and Root Trainer, R.C.O. is "Open Ended", i.e. such offerers who have not been able to submit their offer to the Corporation by the due date and time can submit their offer in open ended process. For this, the following action will have to be taken.
1. Offerers fulfilling the Minimum Eligibility Criteria in the rate contract offer will submit an application to the Managing Director of the Corporation . Self attested copy of all the documents fulfilling Minimum Eligibility Criteria in the Rate Contract Offer (authorization letter and affidavit on stamp paper in original) will have be submitted along with the application.
  2. Offerers will have to submit requisite EMD (Refundable) and Rate of Contact Offer document fees (including GST, Non-refundable) along with the application in the form of Demand Draft (separately) in favor of M.P.State Agro Industries Development Corporation ltd.
  3. Application submitted by such offers for participating in Open Ended R.C.O will have to submit Rs 10,000/- (non-refundable) as processing fees, separate for each item offered, in the form of Demand Draft in favor of M.P.State Agro Industries Development Corporation ltd.
  4. Such applications received by the Corporation up-to 30th of every month will be reviewed. On the basis of the documents submitted, the Corporation can invite the eligible bidders for executing the agreement. The Corporation will cancel the ineligible applications and return their demand draft.

Assistant Manager {Horticulture}

**ANNEXURE 2****Application Form**

To

Assistant Manager (Horticulture),  
M P State agro Industries Development Corporation Ltd,  
3rd Floor, Panchanan Bhawan, Malviya Nagar,  
Bhopal.

**Subject:-** Rate Contract Offer for supply of-----.

Dear Sir,

Kindly accept our application for rate contract offer for supply of ----- in the state of Madhya Pradesh. I am submitting application and details as per your prescribed document.

1	Name & Address of the Applicant Firm	.....
2	<b>If Proprietorship</b>	.....
	a) Name of Proprietor	.....
	b) Full Address	.....
	c) PAN number /GSTN No. alongwith firm's balance sheet for last three financial years (2018-19, 2019-20 and 2020-21). (Certified by C.A.)	.....
3	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.....
4	Is Limited or Pvt. Limited Company under Indian Companies Act 1956.	Yes / No Please state the following.
	Limited or Private Limited	
	Registered Office Address	
	Date of Certificate of in Corporation	
	Memorandum & article of Association	
5	Email Address for Correspondence :- Whatsapp mobile number :-	
6	Location of Production units	
7	Year of Establishment of the units.	
8	Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ IEM) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.	
9	Name of Person Singing the RCO (In Case Of Authorized Person Specific Power of Attorney has to be submitted)	.....

I here by confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the documents as enclose.

Date

Seal &amp; Signature of the offerer

or

their authorized Representative

**Note: Separate sheet may be used if necessary**

**AFFIDAVIT**

We.....hereby offer for the supply of ----- conforming to the Specifications as mentioned in RCO.

We undertake to supply such quantities of material as per Specification as mentioned in RCO, as we may be called upon to supply and under the conditions here-to enclosed during the allotted period from the date of execution of the agreement on the rates agreed upon, at the places to be specified by the M.P. State Agro Industries Development Corporation Limited within the specified delivery period.

We undertake that our firm has neither been Blacklisted/Debarred by any Government / Government Undertaking /Bank nor penalized on the same ground. We also undertake that no legal proceeding is pending in any Courts on the same grounds.

We undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition. In case of any dispute or discrepancy in the submitted rates we will be sole responsible. In such cases the Corporation will be free to recover the losses or impose penalties as decided by the Managing Director of the Corporation.

We hereby agree to abide by and fulfill all the terms and conditions of contract annexed hereto and in default there of to forfeit and pay to the M.P. State Agro Industries Development Corporation Limited, the penalties or sum of money mentioned in the said conditions.

The sum of Rs. 100000 (One Lacs Only) in the form of Demand draft or any of the form specified in the agreement of RCO Documents is herewith forwarded as Surety Money Deposit which shall be retained by The MP State Agro Industries Development Corporation Limited.

I have read and fully understood the terms and conditions of supplies etc. mentioned in the documents.

	Name :..... Designation:..... (Signature with Office Seal..)
Witness: 1. 2.	

Note: To be submitted on non judicial stamp of Rs 500.00

## ANNEXURE 4

### 01- ~~PLASTIC CRATES AND TRAYS~~ TECHNICAL SPECIFICATION AND ELIGIBILITY

#### A- ELIGIBILITY CRITERIA

- 1- The Manufacturer having valid Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ IEM Udhog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.
- 2- In Case of ISI mark Plastic Crates Manufacturer must have valid license issued by BIS for IS15532:2004 with up to date amendments.

Or

In case of non ISI mark items test report on all parameter specified in technical specification annexure – 4 issued by CIPET not older than 1 year from the date of submission of RCO is to be submitted. The test report of desired parameters can be submitted before the execution of Agreement or within such time as may be prescribed, else offer will not be entertained.

The Offerer will also submitted self certified test report of manufacturer of unpigment/virgin stabilized resin of HDPE from which sample is made and sent for CIPET testing.

- 3- Offerer should have valid Permanent Account Number (PAN) and GSTN. duly self attested alongwith offerer must have to submit firm's balance sheet for last three financial years (2018-19, 2019-20 and 2020-21). (Certified by C.A.)

or

Authorized distributor having valid PAN and GSTN can also submit RCO enclosing all documents as above along with Authority to submit the RCO to this Corporation as per Annexure 6 (Authorization Should submitted in original / Downloaded Colored Print Out (Photo copy) will not be accepted.

Offerer has to submit/uploaded all the documents as above (at Sr 1, 2 and 3).

- 4- The firm (having PAN and GSTN) using manufacturing facility developed by CIPET will be eligible to participate in RCO. To ensure eligibility the firm has to produce letter of CIPET endorsed to this Corporation, stating that the firm is utilizing manufacturing facility developed by CIPET for production of items as mentioned (details of item should be mentioned (detail of item should be mentioned in the letter).

#### C- TECHNICAL SPECIFICATIONS

Plastic Crates (as per IS 15532:2004 PLASTICS CRATES FOR FRUITS AND VEGETABLES — SPECIFICATION with up to date amendments) should be made with Virgin/unpigmented UV stabilized resins of HDPE.

**The offerer should give other Details of offered model as detailed below**

S.No	Minimum Specification (Declaration)						
	Model No	Outer Dimensions L x W x H	Inner Dimensions L x W x D	Capacity in Liters	Perforation	Minimum Weight in Gms per unit	Useful in Horticulture/ Sericulture/ Fisheries

\* Use separate sheet if required

- D- Test Report required on:** Test Report for all Offered Model, required on Parameters Sr. no 1 i.e. dimensions, weight in grams, drop test, and ESCR, over all migration, material identification MFI, density and presence of UV stabilizer for any one of the offered model



issued by Central Institute of Plastic Engineering and Testing (CIPET) not older than 1 year from the date of submission of RCO.

S.No.	Test Required	Minimum Value			Value Obtain
1	Dimensions	A per declaration ( $\pm 2\%$ )			
2	Weight in Grams	A per declaration ( $\pm 50\text{gms}$ )			
3	Drop Test	No Crack			
4	Environmental Stress-Cracking Resistance (ESCR)	no surface cracking			
5	Over all Migrations (as per IS 9845-1998)	60mg/L (Max) 10mg/dm <sup>2</sup> (Max)			
6	Material Identification	HDPE			
7	Melting Flow Index (Test method as per IS 7328, the value of melt flow rate shall be within $\pm 20\%$ of the specified melt flow rate.	Property	Unit	Mechanical Property/Test Value	
		MFI(190°C/ 2.16 kg)	Gram/10 Minutes	8.00	
		MFI(190°C/ 5 kg)	Gram/10 Minutes	18.00	
8	Density	0.930 to 0.960 gm/cc			
9	Presence of UV Stabilizer	Yes			

Enclose self certified copy of Test report. Please ensure that report must contain all 9 parameter as above. Only those models will be considered for which test report submitted.

**E- Marking** – Each unit of crates shall be marked legibly with the following information:

- Manufacturer's name and i.e recognized trade-mark, if any;
- Month and Year of Manufacture
- Batch or code number
- Any other specific information if required by Department/ Corporation (In case department needs to embossed/ engrave any details or information supplier has to provide accordingly without any extra cost)

**F- DISPLAY & SUBMISSION OF SAMPLES:**

**Three samples of offered items in each category** (For each Type) should be submitted along with complete nomenclature. Corporation may decide to examine / check the samples by his officers or through recognized laboratories as decided by Managing Director of this Corporation. The cost of such testing including cost of material shall be borne by the supplier.

**ANNEXURE 4**

**02- SEEDLING TRAYS AND ROOT TRAINER-**  
TECHNICAL SPECIFICATION AND ELIGIBILITY

**A- ELIGIBILITY**

- 1- The Manufacturer having valid Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ IEM Udhog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.
- 2- In case of non ISI mark items test report on all parameter specified in technical specification annexure – 4 issued by CIPET not older than 1 year from the date of submission of RCO.
- 3- The firm (having PAN and GSTN) using manufacturing facility developed by CIPET will be eligible to participate in RCO. To ensure eligibility the firm has to produce letter of CIPET endorsed to this Corporation stating that the firm is utilizing manufacturing facility developed by CIPET for production of items as mentioned (details of item should be mentioned in the letter).
- 4- Offerer should have valid Permanent Account Number (PAN) and GSTN.  
Offerer has to submit/uploaded all the documents as above (at Sr 1, 2 and 3) duly self attested.

or

Authorized distributor having valid PAN and GSTN can also submit RCO enclosing all documents as above along with Authority to submit the RCO to this Corporation as per Annexure 6 (Authorization Should submitted in original / Downloaded Colored Print Out (Photo copy will not be accepted)

**B- TECHNICAL SPECIFICATIONS**

- 1- Seedling Trays and Root trainer useful for Agriculture, Sericulture and Horticulture Purpose.
- 2- Seedling Trays Should be made up of virgin injection grade Polystyrene polymer, black colour.
- 3- Offerer Should submit details of offered model as mentioned below:  
For seedling trays

Declaration								
Sno	Model No	No of Cell	Capacity	Outer Dimensions LXWXH	Volume of each cell	Bottom Diameter of Cell	Top Diameter of Cell	Weight in Gms per Unit

For Root Trainer

Declaration								
Sno	Model No	No of Cell	Capacity	Outer Dimensions LXWXH	Volume of each cell	Bottom Diameter of Cell	Top Diameter of Cell	Weight in Gms per Unit

\*Use Separate sheet if required

**C- Requirement of Test Report:** Test Report of all offered model required on following parameters: required on following Parameters issued by Central Institute of Plastic Engineering and Testing (CIPET) not older than 6 month from the date of submission of RCO.

**For Seedling trays**

Sno	Test Required	Minimum Value	Value Obtain
1	Material Identification	Polystyrene	
2	Melting Flow Index	4 gm/10 Min ( $\pm 15\%$ )	
3	Density	1.04 gms/ cc ( $\pm 3\%$ )	
4	Dimensions	As per Deceleration ( $\pm 2\%$ )	
5	Weight in Grams	As per Deceleration (minimum)	
6	Volume of each Cell	As per Deceleration ( $\pm 2\%$ )	
7	Bottom Diameter of Cell	As per Deceleration ( $\pm 2\%$ )	
8	Top Diameter of Cell	As per Deceleration ( $\pm 2\%$ )	
9	Presence of U V stabilizer	0.1%	

**For Root trainer**

Sno	Test Required	Minimum Value	Value Obtain
1	Material Identification	HDPE	
2	Melting Flow Index	8 Gm/10 Min (in accordance to IS 13360 under test temperature of 190°C /5kg (Tolerance $\pm 20\%$ ) form the value of raw material.( provided by Manufacturer/supplier)	
3	Density	0.93 to 0.96 gm/cc	
4	Dimensions	As per Deceleration ( $\pm 2\%$ )	
5	Weight in Grams	As per Deceleration (minimum)	
6	Volume of each Cell	As per Deceleration ( $\pm 2\%$ )	
7	Bottom Diameter of Cell	As per Deceleration ( $\pm 2\%$ )	
8	Top Diameter of Cell	As per Deceleration ( $\pm 2\%$ )	
9	Presence of U V stabilizer	Yes	

*Enclose self certified copy of Test report. Please ensure that report must contain all 9 parameter as above. Only those models will be considered for which test report submitted.*

**D- DISPLAY & SUBMISSION OF SAMPLES:**

**Three samples of offered items in each category** (For each Type) should be submitted along with complete nomenclature. Corporation may decide to examine / check the samples by his officers or through recognized laboratories as decided by Managing Director of this Corporation. The cost of such testing including cost of material shall be borne by the supplier.

**Authorization Certificate**

(On Manufacturers letter Head)

This is to certified that M/s ----- having it's registered office -----  
----- is our authorized distributor for Madhya Pradesh for product-----  
manufactured by this company.

We have gone through the terms and condition of Rate contract Offer Document invited  
by this corporation which is due on ----- and M/s -----has  
only been authorized to submit Rate Contract offer for supply of -----on behalf of  
our company.

We undertake that as a manufacturer, we are also responsible for the quality of  
material supplied against this contract through authorized distributor.

We undertake that our firm has neither been Blacklisted/Debarred by any Government  
/ Government Undertaking /Bank nor penalized on the same ground. We also undertake that  
no legal proceeding is pending in any Courts on the same grounds.

Authorized Signatory

Seal

Name and Designation

*Note : \* To be submitted in original.*

*\*\* In Case of Company it should be supported with board resolution. In other case it  
should be issued by Proprietor/ Managing Partner.*

**ANNEXURE 6****FORMAT FOR FINANCIAL OFFER FOR SUPPLY OF  
PLASTIC CRATES USEFUL FOR HORTICULTURE, SERICULTURE AND FISHERIES**

- 1- NAME OF OFFERER-----  
 2- NAME OF MANUFACTURER -----

Sno	Item	Model no	Outer Dimensions In mm	Capacity in Ltrs (Approximate)	Declared Weight in Gms	Supply Rate in Rs Per Unit to corporation Excluding of all tax (GST) FOR Destination	GST		Supply Rate in Rs Per Unit to corporation including of all tax (GST) FOR Destination	HSN code of GST	Unit
							%	Value			
1	2	3	4	5	6	7	8	9	10	11	12
1	Plastic Crates useful for Horticulture sericulture and Fisheries										Per unit
2											Per unit
3											Per unit
4											Per unit
5											Per unit

**ANNEXURE 6****FORMAT FOR FINANCIAL OFFER FOR SUPPLY OF SEEDLING TRAYS/ ROOT TRAINER FOR AGRICULTURE HORTICULTURE AND SERICULTURE PORPOSE**

NAME OF OFFERER-----

NAME OF MANUFACTURER-----

Sno	Item	Model no	No of Cell	Weight in Gms	Supply Rate in Rs Per Unit to corporation Excluding of all tax (GST) FOR Destination	GST		Supply Rate in Rs Per Unit to corporation including of all tax (GST) FOR Destination	HSN code of GST	Unit
						%	Value			
1	2	3	4	5	6	7	8	9	10	11
1	Seedling Trays Root trainer useful for Agriculture, Horticulture and sericulture									Per unit
2										Per unit
3										
4	Root trainer useful for Agriculture, Horticulture and sericulture									Per unit
5										Per unit
6										

*Note:*

- 1- This format of price schedule is a sample for the Bidder's. The bidder's are instructed to fill the rates in prescribed price schedule available on Portal.
- 2- Price schedule should not be submitted in Technical Bid.

**DRAFT AGREEMENT**

This agreement made at Bhopal this ..... day of .....between Madhya Pradesh State Agro-Industries Development Corporation, Panchanan, 3rd Floor, Malviya Nagar, Bhopal, M.P. hereinafter referred to as the ‘Corporation’ which expression shall unless repugnant to the context or meaning there of includes its successors and assigns on the one part.

AND

M/s. .... having its office at ..... through Shri ..... designation .....(hereinafter referred to as the Supplier whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited Rate Contract Offer (RCO) for supply of ----- on the terms and conditions envisaged in the terms schedule issued with the Rate Contract Offer Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Rate Contract Offer Document, while submitting his offer.

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance no. ....dated ..... in consideration of the premises and the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the Tender. The following documents shall form and be constructed a part of the Agreement Deed:-

- a. The Tender submitted by the supplier including all the annexure attached thereto.
- b. Schedule of specifications for supply of -----
- c. The letter of acceptance dated ----- issued by the Corporation.
- d. The offer submitted by the supplier.
- e. The rates mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. State Agro-Industries Development Corporation Limited shall be final.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year referred to above.

<p>For Supplier</p> <p>.....</p> <p>.....</p> <p>Signature with Office Seal</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>	<p>For</p> <p>M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED</p> <p>GENERAL MANAGER (Horticulture)</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>
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