



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

ONLINE EOI DOCUMENT

FOR DEALERSHIP OF
“NARMADA” BRAND
LIQUID BIO-FERTILIZER

DUE ON : 11.10.22

EOI DOCUMENT FEES

Rs. 4000 + 720 (18%GST) = 4720

(Four Thousand Seven Hundred Twenty Only)



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HO : MKTG/EOI-NAMRADA/2022-23/

Dated: 16.09.2022

**ONLINE - EXPRESSION OF INTREST FOR DEALERSHIP
OF "NARMADA" BRAND LIQUID BIO-FERTILIZER**

This Corporation deals in sales & supply of various agriculture inputs since last 52 years through its strong marketing network in the state. The Corporation wishes to sale **"NARMADA" BRAND LIQUID BIO-FERTILIZER** in the country through private sales outlets / sales points by appointing dealer who can sale product through their own efforts and using own infrastructure.

The corporation is looking for long-term business association to provide optimal price and quality products to farmers of the country.

The Corporation seeks online Expression of Interest (EOI) from the reputed commercial organization for the dealership of "NARMADA" BRAND LIQUID BIO-FERTILIZER.

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

**MANAGER
BIO RERTILIZER**



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

A. DISCLAIMER:

1. The information contained in this EOI Document has been prepared solely for the purpose of providing information to the interested parties, and is not in any way binding on MP AGRO.
2. By accessing this EOI Document, Prospective Bidder agrees that MP AGRO will not be liable for any direct or indirect loss arising from the use of the information and the material contained in this EOI Document.
3. Prospective Bidder's access to it does not imply a license to reproduce and / or distribute information contained therein and Bidder not allowed to any such act without the prior approval of MP AGRO.
4. In case any Prospective Bidder finds any discrepancy or omission in the any part of the EOI Document/or he has any doubt to their meaning, he should notify the MP AGRO minimum 5 days prior to EOI opening date. MP AGRO may clarify and send instruction to all bidders for correction through portal / Website, if necessary. It however, does not entitle the bidder to seek any extension of EOI opening date.
5. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the EOI and All bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. The submission of the EOI will be deemed to imply that the Bidder fully understands the scope of work involved and has read and understood all conditions of the EOI document and his liabilities and responsibilities in respect of the EOI.
7. 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 uploaded as Corrigendum with EOI document. If no amendments are required the Bidder will have no right to raise objection.
8. The Corporation reserves the right to reject any or all of the EOI submitted in response to this EOI at any stage without assigning any reasons whatsoever.
9. The Corporation reserves the right to change any or all of the provisions of this EOI. Such changes would be intimated to prospective bidders on portal.

B. ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

01. The Corporation/MP AGRO means M.P. State Agro Industries Development Corporation Ltd.
02. Beneficiary/Consignee means The person/department who wish to purchase the items through this Corporation.
03. Application forms/the document means Application forms and all other relevant annexure/documents
04. Applicant/Bidder means The Dealer who wish to submits EOI for dealership.
05. EMD means Earnest Money Deposit
06. Managing Director means Managing Director of MP State Agro Industries Development Corporation Ltd Bhopal.
07. EOI means - Expression of Intrest
08. DOH means - Director of Horticulture, Govt. of MP
09. "Contract" means and includes the invitation to EOI, instructions to Bidder, EOI, acceptance of EOI, Conditions to Contract, particulars and the other conditions specified in the acceptance of EOI and includes repeated orders which have been accepted or agreed upon by the/ for the applicant and a formal agreement, if executed.
10. "The Inspecting Agency" means the person specified in the contract for the purpose of Inspection of materials or services under the contract and it is an Agency authorized by MP AGRO and/or Director of Horticulture.
11. "The Purchaser" means the Applicant/Bidder.
12. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1872 (as amended),as the case may be.
13. Contract shall be governed by the Laws of India for time being in force.
14. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
15. The Courts of the place from where the acceptance of the EOI has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. A person signing the EOI or any other document in respect of the Contract on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, MP AGRO may, without prejudice to any other right or remedy of MP AGRO, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to MP AGRO for all costs and damages arising from the cancellation of the contract including any loss which MP AGRO may sustain on account of such purchase.
17. For all purposes of the contract, including arbitration there under, the address of the Supplier mentioned in the EOI shall be address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to MP AGRO. The dealer shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.



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TITLE, TIME SCHEDULE, EOI FEE & EMD

(A) TITLE:

ONLINE - EXPRESSION OF INTREST FOR DEALERSHIP OF "NARMADA" BRAND LIQUID BIO-FERTILIZER

(B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	Scheduled Date
Pre-Bid Meeting	at 12.00 PM	30.09.2022
Purchase of EOI	upto 12.00 PM	11.10.2022
Last date of submission	upto 02.00 PM	11.10.2022
Opening of technical bid	upto 03.00 PM	11.10.2022

1. Financial Bid of the successful bidders will be opened on the date decided by corporation which will be intimated to bidders & published on website in due course of time.

2. Venue of Pre-bid meeting- **"THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED"** PANCHANAN 3rd FLOOR, MALAVIYA NAGAR, BHOPAL - 462003

Each stage 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 website www.mptender.gov.in

(C) EOI FEE & EMD:

The EOI invited under e-EOI system and bidding process will have following steps:

EOI FEE	<i>Rs. 4000 + 720 (18%GST) = 4720 (Four Thousand Seven Hundred Twenty Only) Shall be paid online. (Non Refundable)</i>
EMD	<i>Rs 50,000/- (Fifty Thousand Only) Shall be paid online.</i>
NO EXEMPTATION IS APPLICABLE FOR EOI DOCUMENT FEE AND EMD	

Note : If EOI is cancelled or EOI of any Bidder is rejected. EMD amount so deposited will be refunded online. No interest shall be paid on EMD amount.



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ELIGIBILITY OF BIDDER & DETAIL OF THE ITEM

(A) ELIGIBILITY CRITERIA

SN	<u>ELIGIBILITY CRITERIA</u>	DOCUMENT TO BE UPLOADED WITH OFFER
01	An Applicant can 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 must have valid PAN and GST registration	Copy of PAN and GST registration
03	An Applicant should have positive net worth during last three financial years & should have average annual turnover of Rs 5 Cr 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 shall have to 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 must have a minimum experience of 2 years in the field of marketing and distribution of agricultural inputs.	Document related to performance of 2 years be enclosed with an undertaking to this effect.
08	An Applicant must have a minimum experience of 1 year as distributor with any of the renowned company in the agricultural inputs.	Copy of the Authority letter or any other document issued by manufacturer of inputs.

SN	ELIGIBILITY CRITERIA	DOCUMENT TO BE UPLOADED WITH OFFER
09	An Applicant must have proper marketing and distribution office.	Provide details number of staff employed & Commercial Space (Godown / office) available.
10	Financial strength	If Applicant is selected for dealership, an amount of Rs. 20 lakhs will have to be deposited ((Interest free) with corporation.
11	Minimum quantity to be sold by dealer	An Applicant will be liable to sale minimum one lakh liter liquid bio-fertilizer in a year. Applicant will have to execute agreement to this effect, if selected.
12	Residual material	Corporation may take back 5% of the total material received by dealer on account of unsold material, provided expiry period is available more than 120 days. The cost of material returned will be adjusted against the future supplies. Corporation will received material at the nearest district office at the cost of dealer.

(B) DETAIL OF THE ITEM

ABOUT “NARMADA” BRAND LIQUID BIO-FERTILIZER

Liquid Bio-Fertilizer

01	Location of plant	The Liquid Bio-Fertilizer production plant is situated at Indrapuri, Bhopal in 15 acres lush green campus of the corporation.
02	Achievement	This plant is awarded for fifteen times consecutively by National Productivity Council, New Delhi.
03	Production Size	The plant has been one of the largest producers of bio fertilizer in the country.

04	Quality Assurance	The bacterial culture is at par to the culture of <i>National Bureau of Agriculturally Important Microorganisms</i> of ICAR (Indian Council of Agricultural Research).
05	Product Range	The products are filled in PET bottles duly packaged in corrugated cartons are as follows:- <ul style="list-style-type: none"> A. Phosphate solubilizing bacteria B. Potash mobilizing bacteria C. Azotobacter biofertilizer D. Rhizobium biofertilizer E. Crop specific rhizobium biofertilizer F. Azospirillum biofertilizer G. Acetobacter biofertilizer
06	Packing & MRP	Liquid Bio-Fertilizer is available in the packing of one Liter priced at the MRP of Rs. 350/- per bottle, 1/2 liter bottle at the MRP of Rs. 180/- and 250 ml bottle at the MRP of Rs. 100/-. <u>NOTE : MRP OF ALL PACKINGS MAY BE AMENDED AT ANY TIME WITHOUT PRE INTIMATION</u>
07	Production Capacity	Current production capacity of the plant is 2.0 lakh liter PA and can be extended upto 5.0 lakh liter PA.

**MANAGER
BIO FERTILIZER**



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MANDATORY DOCUMENTS TO BE UPLOADED

- Application for dealership (**Annexure VI**)
- EOI document (all pages be signed and affix rubber stamp.
- **Gumasta** in case of Proprietorship firm, **Partnership deed** in case of partnership firm & **Certificate** of incorporation in case of Limited Company.
- Copy of PAN and GST registration
- C.A. Certificate showing year wise net worth value in rupees & annual accounts for last three financial years. (2019-20, 2020-21 & 2021-22)
- Applicant shall have to submit a self declaration for blacklisting status. (**Annexure IX**)
- Copy of income tax return.
- Copy of GST return (June 2022)
- Document related to performance of 2 years be enclosed with an undertaking to this effect.
- Copy of the Authority latter or any other document issued by manufacturer of inputs.
- Provide details number of staff employed, Commercial space (Godown / office) available.
- Financial Bid as per schedule **Annexure - VIII**



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GENERAL TERMS AND CONDITION FOR EOI

1. PROCEDURE FOR EOI:

- 1.1 The Corporation invites online EOI for Dealership of **“NARMADA” BRAND LIQUID BIO-FERTILIZER.**
- 1.2 Only one online EOI will be accepted from One Applicant / Firm. If any individual participating in the BID, representing more than one firm in one or different names and it comes to MP AGRO'S knowledge at any point of time, all such BID will not be entertained and shall be liable for rejection.
- 1.3 The bidders intending to participate in this EOI are required to get enrolled/registered on the mptender.gov.in. Enrolment /registration and subsequent empanelment on the above portal and sub portal is mandatory.
- 1.4 EOI documents can be purchased only online from [http:// mptender.gov.in](http://mptender.gov.in) by making online payment of portal fees etc.
- 1.5 It is the discretion of the Managing Director of the corporation to accept/reject the application without assigning any reason thereof.

2. SUBMISSION OF EOI:

- 2.1 Corporation Invites online EOI for Dealership of **“NARMADA” BRAND LIQUID BIO-FERTILIZER.** The Bidder will have to get themselves registered with www.mptender.gov.in for E-tendering, without registration BID cannot be uploaded on portal. To participate in Online EOI interested Bidder will be required Registration at Portal and valid class 3 digital signature certificates. An amount of Rs 4720/- as EOI fees to be deposited online through website www.mptender.gov.in that is to be paid by Bidder for registration under E-tendering.
- 2.2 All the Mandatory Documents (Self Certified with Seal and signature) shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered. **(Annexure - V)**

3. OPENING OF TECHNICAL BID : Soft copies uploaded up to due date and time will be opened on due date and time as mentioned in **(Annexure III)**.

4. DELAY IN SUBMISSION: Delay in submission will not be accepted as portal will not open for application after due date stipulated in the schedule **(ANNEXURE - III)**

5. CHANGE IN OPENING SCHEDULE: Online EOI will be opened on due date and time as mentioned in **(Annexure - III)** point B in the presence of the representative of firms who wishes to be present. However if the date and time of opening of Technical Bid is changed due to any unforeseen reason the revised date and time of opening will be displayed on Portal/website of the corporation.

6. EARNEST MONEY DEPOSIT:

- A. (i) EOI should accompany EMD as per clause C (**Annexure-III**)
(ii) Earnest Money of all unsuccessful Bidders will be returned.
(iii) No interest is payable on the amount of Earnest Money at the time of refund.
- B. Earnest Money shall be forfeited if:-
(i) Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid or is open for acceptance whether originally fixed or extended.
(ii) No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the Bidder.
(iii) The Earnest Money shall remain deposited with the Purchaser during the validity period as mentioned, from the date of opening of EOI. If the validity of the offer is extended, EMD validity period deemed extended.

7. SECURITY DEPOSIT:

- (i) Successful Bidder will have to deposit Rs. 20 lakh as Security deposit at the time of executing dealership agreement.
(ii) The Security deposit will remain with the corporation during the currency of the contract and 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 and after getting clearance/NOC from the liquid Bio-Fertilizer Plant In-charge Indrapuri, Bhopal.

8. PURPOSE : The purpose of this dealership EOI is to provide good quality material at optimal price to consumers. Corporation expects offerer to quote competitive, reasonable discount rates as per prevailing market conditions.

9. NUMBER OF DEALER : Initially corporation will select only one dealer for whole country. However, in future looking to the performance of the existing dealer, corporation may choose to add one or more dealers out of list prepared and finalize by corporation with the response of EOI.

10. ELIGIBILITY CRITERIA : Eligibility criteria shall be as detailed in **Annexure - IV**

11. SIGNING AUTHORITY : Individual signing the EOI and or any related documents will have to attach proof of authority in original to sign on behalf of the Offerer.

12. EOI DOCUMENTS : The firms interested to submit EOI is expected to read carefully all instructions, conditions and annexure of EOI documents, agreement format, specifications and schedules in the EOI document. Failure to comply with the requirements of the EOI submission shall strictly be at the parties risk. Proposals/ Offers which are not substantially responsive to the requirements of the EOI shall be rejected without assigning any reasons.

13. **ACCEPTANCE PERIOD** : EOI shall remain valid and open for acceptance for a period of 90 days from the opening of EOI.
14. **NEGOTIATIONS** : Objective of The Corporation is to offer optimal price and quality to farmers along with sustainable business. As per need of Corporation it may decide to negotiate discount with the dealer.
15. **EXECUTION OF AGREEMENT** : The Corporation will intimate the selected applicant regarding acceptance of the offer and request him to execute an agreement for dealership in the given time limit. The Selected applicant will have to execute an agreement (draft as given in **Annexure X**), on Non Judicial Stamp paper of Rs 1000/- (**Rs. one Thousand only**) (cost to be borne by the offerer), along with SMD - Failing which it will be presumed that the Offerer is not interested in dealership and his EOI will be treated as withdrawn. The Corporation reserves the right to enter into agreement with one or more firms for dealership. After having executed the agreement all such applicant will be called as dealer.
16. **SUPPLY AND PAYMENT CONDITION** : The dealer will have to deposit the total amount of the demanded quantity with In charge Bio-Fertilizer Plant MPSAIDC after deducting the dealer's commission. Material will be supplied only after the full payment is received. All expenses from plant to desired destination (Transportation, Loading, Unloading, Insurance etc.) will have to be borne by dealer.
17. **ACCEPTANCE BY THE APPLICANT** : The Corporation will work on the Terms & Condition of EOI & Agreement. Submission of EOI shall deem to be the acceptance by the applicant of the all the terms and conditions contain herein.
18. **RIGHT TO ACCEPT OR REJECT** : 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 applicant and any obligation to inform the affected offerer of the grounds.
19. **ARBITRATION** : The decision of the Managing Director of the Corporation shall be final and binding to the offerer in case of any dispute.
20. **JURISDICTION** : Only Bhopal Court shall have jurisdiction.

**MANAGER
BIO RERTILIZER**



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ANNEXURE - VIII

FINANCIAL BID

FOR DEALERSHIP “NARMADA” BRAND LIQUID BIO-FERTILIZER

NAME OF THE BIDDER :

S.N.	PACKING SIZE / MP AGRO SELLING RATE (GST EXTRA)	HSN Code	Discount Expected in Percentage	
			In Figure	In Words
01	1000 ml bottle - Rs. 350/- 500 ml bottle - Rs. 180/- 250 ml bottle - Rs. 100/-)			

**SEAL & SIGNATURE
OF THE APPLICANT**

DECLARATION OF BLACKLISTING

I/We M/S hereby declare that neither I/We nor our Start-up or a parent, subsidiary or associate Company under direct or indirect common parent is/are presently nor in the past been placed on any Black list / Debar/Penalized by any Public Sector Company in India or by any Department of State or Central Government and that there is no pending inquiry by any Public Sector Company in India or by any Department of State or Central Government, against us or a parent, subsidiary or associate Company as aforesaid in India, in respect of criminal, corrupt or fraudulent practice(s), is NIL.

It is understood that if this Declaration is found to be false, MP AGRO shall have the right to reject my/our proposal, and if the proposal has resulted in an investment, the investment agreement is liable to be terminated without prejudice to any other right or remedy (including Black list / Debar/Penalized) available to MP AGRO.

Place:

Date:

**SEAL & SIGNATURE
OF THE APPLICANT**

NOTE: This declaration should be furnished on company's "Letter Head"

DRAFT AGREEMENT

***(THIS AGREEMENT TO BE FURNISHED AFTER THE BID IS
ACCEPTED ON NON JUDICIAL STAMP RS. 1000/-)***

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

AND

M/s. ----- having its office at -----
----- acting through its -----
(hereinafter referred to as the dealer which expression unless repugnant to the context and meaning there of includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited EOI for Dealership of **“NARMADA” BRAND LIQUID BIO-FERTILIZER** on the terms and conditions envisaged in the terms schedule issued with the EOI Document and purchased by the applicant.

AND WHEREAS the applicant has accepted each and every term and condition contained in the EOI Document, while submitting his EOI. The applicant has agreed to purchase of **“NARMADA” BRAND LIQUID BIO-FERTILIZER** on consignment basis on the terms and conditions of this agreement/EOI from the Corporation.

AND WHEREAS the Corporation accepted the EOI submitted by the applicant vide its letter of acceptance no. dated -----in consideration of the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the

-----**2**

:: 02 ::

conditions of the EOI and the following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the EOI
- b) Specifications of material
- c) The letter of acceptance dated -----
- d) The EOI submitted by the applicant.

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.

SEAL & SIGNATURE OF THE APPLICANT / DEALER

.....
.....
.....

For
M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LTD

Signature with Office Seal

**MANAGER
BIO RERTILIZER**

Witnesses

- 1.
- 2.