



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

**ON LINE RATE CONTRACT OFFER
(RCO) DOCUMENTS
FOR SUPPLY OF
ISI MARKED POWER THRESHER IS: 9020: 2002
(TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)**

**FOR
YEAR 2016-17**

DUE ON 23.11.2016

Deputy General Manager {Marketing}



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HO/ Mktg /2016-17/

Dated 13-10-2016

NOTICE INVITING ON LINE RATE CONTRACT OFFER (RCO)

Corporation invites On-line Rate Contract Offer (RCO) under e-tendering system through www.mpeproc.gov.in only for supply of following items

No	Name of items	Due date for submission of RCO	Earnest Money	Eligibility
01	(Tested) TRACTOR/POWER DRAWN AGRICULTURE IMPLIMENTS /	08.11.2016	Rs. 20,000 / -	Manufacturer
	ISI Marked Power Thresher	Upto 2-00 PM	Rs. 20,000 / -	Manufacturer
	(Tested) Rotavator (Gear/Chain Drive)		Rs. 20,000 / -	Manufacturer
02	ISI MARKED HDPE Sprinkler Irrigation System	09.11.2016	Rs. 20,000 / -	Manufacturer
	ISI MARKED Drip Irrigation System	Upto 2-00 PM	Rs. 20,000 / -	Manufacturer
	ISI MARKED uPVC Pipe & ISI MARKED Flexible Pipe		Rs. 20,000 / -	Manufacturer

For submission of On-line Rate Contract Offer (RCO) valid class-3 digital signature and registration on portal www.mpeproc.gov.in will be required . RCO document fee will be paid through ePayment and Earnest Money through Demand Draft as mentioned above .

Amendments if any will be published on Corporation's website www.mpagro.org and or portal www.mpeproc.gov.in only. No further notification will be made in the news paper.

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**ON LINE RATE CONTRACT OFFER DOCUMENT
FOR SUPPLY OF ISI MARKED POWER THRESHER IS: 9020: 2002**

(TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)
FOR THE YEAR 2016-17

This document contains 24 pages as below:

Sno	Particulars	Annexure no	Page No
1	Disclaimer	Annexure 1 Point A	4
2	Rate Contract Process	Annexure 1 Point B	4
3	Scope of Work	Annexure 1 Point C	4
4	Instruction to Offerer	Annexure 1 Point D	4
5	Qualification Criteria (Technical)	Annexure 2 Point A	5
6	List of Mandatory document to be uploaded	Annexure 2 Point B	6
7	Eligibility Criteria & ESSENTIAL DOCUMENTS	Annexure 3 & 5	7 & 17
8	General Terms and Conditions	Annexure 4	8-16
9	Affidavit	Annexure 6	18
10	Technical Specification	Annexure 7	19
11	Format for Financial Offer	Annexure 8	20-21
12	Authorisation	Annexure 9	22
13	Draft Agreement	Annexure 10	23-24

Meaning of the words in the document

- The Corporation - M.P. State Agro Industries Development Corporation Ltd.
- 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 - The Manufacturer who submit offers for Rate contract for supply and installation of Items as per document.
- EMD - Earnest Money Deposit
- Managing Director - Managing Director of M P State Agro Industries Development Corporation Ltd Bhopal

A. DISCLAIMER

Though adequate care has been taken in the preparation of this RCO document. The offerer should satisfy himself that the document is complete in all respect. Intimation of discrepancy, if any, should be given to M.P. Agro before opening date. If M.P. Agro receives no intimation, it shall be deemed that the Offerer is satisfied that the document is complete in all respects.

B. RATE CONTRACT OFFER PROCESS

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

RCO Fee	Rs 2000/- (shall be paid online) (Non Refundable)
EMD	Rs 20,000/- by way of Demand draft In favor of 'The M.P. State Agro Industries Development corporation Limited'

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of RCO	Upto 2-00 PM	23-11-2016
Closing of RCO	At 2-00 PM	23-11-2016
Opening of technical bid	At 3-00 PM	23-11-2016 (tentative)
Opening of Price RCO	At 3-00 PM	29-11-2016 (tentative)

Each stage will take place on the date and time mentioned against them. However if the date and time is change/ postpond information in this regard will be published on corporation website www.mpeproc.gov.in

C SCOPE OF WORK:

This Corporation is involved in supply of ISI MARKED POWER THRESHER IS: 9020: 2002 (**TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER**) to the farmers and various Govt. Departments. The Corporation wishes to enter into rate contract with the manufacturers (Under Dealership from Manufacturer) of the said items. This RCO is therefore invited offer in prescribed format. The Managing Director of the Corporation will decide the modus operandi for the selection of Offerer.

D INSTRUCTION OF MANUFACTURERS :

The offers are invited under e-tendering system from the manufacturers to participate in this tender. The manufacturers are required to carefully read the terms and conditions and submit the document on website only after affixing their digital signatures as a token of acceptance.

All Tender Documents shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered.

Scanned copies of all desired documents mentioned in Qualification Criteria and EMD & copy of acknowledgement must be uploaded on website. Offerer must submit hard copies of complete technical bid including qualification criteria and related documents/technical literature/Boucher duly attested except Price Bid along with proof of EMD & RCO fee . These documents must be dropped in e-Tender drop box placed at Office of the Managing Director M P State Agro Industries Development Corporation Limited, IIIrd floor of Panchanan Bhawan, Malviya Nagar, Bhopal, before last date and time of submission of offer.

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.

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.

Deputy General Manager
{Marketing}

A. QUALIFICATION CRITERIA (TECHNICAL) :

S No	TYPE OF DOCUMENTS	AS PER CLAUSE
1-	Manufacturing registration Certificate (Licence/acknowledgement EM Part-2/IEM) Issued by Distt. Trade Industries Centre (DTIC) or statutory competent authority Manufacturing the offer items	
2-	Manufacturer must have valid licence Issued by BIS for of ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)	
3-	Valid Permanent Account Number (PAN) of Manufacturing Firm	
4	Valid Tax Identification Number (TIN) of Manufacturing Firm	
5-	<i>Photocopy of Valid Technical Registration from Director, Agriculture Engineering, Bhopal }</i>	
6-	VALID LICENCE ISSUED UNDER DANGEROUS MACHINE ACT 1983	

Annexure 2**B. LIST OF MANDATORY DOCUMENTS TO BE UPLOADED (SELF CERTIFIED WITH SEAL AND SIGNATURE)**

Sno	TYPE OF DOCUMENTS	AS PER CLAUSE
1	Scan Copy of Demand Draft for Rs 20,000 (Rs Twenty thousand only) against EMD	Annexure 4 Clause 6
2-	Scan Copy of Manufacturing registration Certificate (licence/acknowledgement EM Part-2/IEM) Issued by Distt. Trade Industries Centre (DTIC) or statutory competent authority Manufacturing the offered items	Annexure 4 Clause 4.4 vii
3	Manufacturer must have valid licence Issued by BIS for of ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)	Annexure 3
4	Scan Copy of Valid Permanent Account Number (PAN)	Annexure 4 Clause 4.4 iv
5	Scan Copy of Valid Tax Identification Number (TIN) of Manufacturing Firm	Annexure 4 Clause 4.4 iv
6	Scan Copy of Affidavit as per Annexure 6	Annexure 4 Clause 4.4 v
7-	Scan Copy of Photocopy of Technical Registration of Director, Agriculture Engineering, Bhopal }	Annexure 4 Clause 4.4 iii
8-	Scan copy VALID LICENCE ISSUED UNDER DANGEROUS MACHINE ACT 1983	

Note: Hard copies of above documents should be submitted along with proof of cost of Document (RCO fee) and D. D. of EMD should be submitted before opening of Financial Bid as per Clause No 4.4 Annexure 4.

ELIGIBILITY OF MANUFACTURER

M.P. State Agro Industries Development Corporation Ltd. (Corporation) invites Rate Contract Offer (RCO) under dealership from manufacturer for supply of following items for the year 2016-17 who qualifies for Rate Contract under the prescribed terms and conditions.

A- ELIGIBILITY CRITERIA

- i- An Applicant may be a private entity, Private/ Public Limited Company, Partnership firm, Government owned entity.
 - ii- An Applicant must have valid registration with Director Agriculture Engineering, Bhopal for supply to farmers under govt. subsidy scheme . (Enclose copy of registration issued by Director Agriculture Engineering Bhopal.)
 - iii- In case of Power Threshers the applicant should poses license issued by BIS for IS 9020:2002.(Self certified copy of complete BIS licence indicating validity and type of feeding system HP wise) & A valid licence issued under Dangerous Machine Act 1983 in favour of manufacturer
 - iv Self certified copy of Manufacturing Registration Certificate (Licence/ Acknowledgement EMI Part II/IEM) issued by District Trade Industries Centre (DTIC) or statutory competent authority Manufacturing the offered items should be enclosed.
- v. An Applicant should have valid PAN, TIN Self certified copy should be enclosed.

Other necessary requirements for eligibility shall be as mentioned in Rate Contract Offer document (RCO) Check list at **annexure 5** may be referred.

(Self Certified Copy of documents supporting the same to be submitted as detailed in **Annexure 2B**)

Dy. General Manager (Mktg)

GENERAL TERMS AND CONDITIONS

01- PROCEDURE FOR RATE CONTRACT

- 1.1 The Corporation invites the Online Offers for Rate Contract for supply of items as specified in Annexure 7 & 8.
- 1.2 Not more than one offer 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.

02- It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.

03- AVAILABILITY OF RATE CONTRACT DOCUMENT (RCO)

As the document is available on website www.mpeproc.gov.in, the same can be submitted online through www.mpeproc.gov.in

04- SUBMISSION OF RATE CONTRACT OFFER.

- 4.1 Corporation Invite on line Rate Contract Offer for supply of material as mentioned in NIT. The Offerers will have to get them self registered with www.mpeproc.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. An amount of Rs 2000/- as RCO fees to be deposited online through website www.mpeproc.gov.in that is to be paid by offerer for registration under E-tendering.
- 4.2 All the Mandatory Documents to be uploaded (Self Certified with Seal and signature) as per list in **Annexure 2 point B** shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered.
- 4.3 Self attested hard copies of all Mandatory Documents and RCO fees details (cost of documents) and Demand Draft of EMD must be dropped in E-Tender drop box placed at Office of the Managing Director M P State Agro Industries Development Corporation Limited, III rd floor of Panchanan Bhawan, Malviya Nagar, Bhopal, before last date and time of submission of offer.
- 4.4 The Envelope of Hard Copies shall be submitted in a sealed cover super prescribed with words "**On line Rate Contract Offer for supply of ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER) & information regarding eligibility**"
Envelope should contain the following documents:-
 - i) RCO Document with annexure **1, 2, 3, 4, 5, 6, 7, , 9, and 10** duly filled and signed on each page by authorized signatory.
 - ii) Demand Draft of Rs 20,000/- against EMD in favour of "The M P State Agro Industries Development Corporation Ltd Bhopal" Payable at Bhopal.

- iii) Valid registration of offered items issued by Director of Agril. Engineering Bhopal
 - iv) Self Certified Copy of Valid PAN and TIN (of Manufacturer.
 - v) Affidavit as per Annexure 6.
 - vi) Proof of authorized signatory of manufacturer or valid authority to submit the RCO to this Corporation in Down Loaded Colored Printout / original (**as per annexure 9**).
 - vii) Certificate of manufacturer of offered item Issued by Distt. Industries Centre
 - viii) Other necessary document listed in annexure 5 should be submitted by succesful offerer before agreement.
 - ix) Authority to sign rate contract (In case of authorised 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)
- 4.5 Hard Copies received in the offer box up to due date and time will be opened on due date and time as mentioned in **page No 4**. 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 manufacturer shall be treated final.
- 4.6 The Corporation will not be responsible for any delay on any account in receipt of offer. If the offer is received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever.
- 4.7 On-line offer will be open on due date and time as mentioned in **Annexure 1 point B** in the presence of the representative of firms who wishes to be present. However if the date and time of opening of Financial offer is changed due to any unforeseen reason the revised date and time of opening will be displayed on Portal/ website of the corporation.
- 4.8 The corporation reserves the rights to reject any conditional offer.

05- RATE CONTRACT OFFER DOCUMENT

The manufacturer is expected to read carefully all instructions, conditions of the Rate Contract Document, proforma agreement, Specifications, all annexure, Failure to comply with the requirements of offer submission will be at the offerer risk. Offers that are not substantially responsive to the requirements of the RCO documents will be rejected. The Offerer has to submit **Affidavit as per Annexure 6** on non judicial stamp paper of Rs 100/-

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

06- EARNEST MONEY DEPOSIT (EMD) :

Manufacturer has to deposit required Earnest Money Deposit (EMD) of Rupees 20,000/- (Twenty thousand only) by way of demand draft in favour of "**The M.P. State Agro Industries Development Corporation Limited.**" payable at Bhopal.

- (i) Earnest Money of all unsuccessful manufacturer will be returned. 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 manufacturer.
 - c. If the selected manufacturer 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 manufacturer without interest in case of no dispute.
- (iv)- Earnest money of successful manufacturer will be adjusted against Security Deposit (SD) at the time of the execution of the agreement.
- (v) Earnest money 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.

07- 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 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 after the successful execution of all orders during currency of the contract period provided no dispute; claims or complaints exist for settlement without interest.

08 MINIMUM TECHNICAL SPECIFICATIONS

ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)

- (i) Supplier should submit / declare Minimum Technical specifications of of ISI MARKED POWER THRESHER IS: 9020: 2002 (**TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER**) for which offer is given. The offerer should also submit complete description of implements / equipments being offered by him along with leaflet / literature.
- (ii) If offerer is submitting offer for Tested Implement it should be clearly mentioned & relevant document such as self certified copy of Test Report of Tractor Training and Testing Institute/Govt.recoganized Institute should be submitted along with the offer

(iii) MARKING :

The of ISI **MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)** shall be marked with the following particulars:

- a) Manufacture's name and his recognized trademark if any
- b] Model number
- c] Batch or code number, or SI No. if any
- d] Power rating, and

e] Revolutions per minute

09 QUOTING OF RATES FOR RATE CONTRACT:

- 9.1 The manufacturer must submit rates online only as per format given in **Annexure 8**. This Format of price schedule is a sample for the manufacturer . The manufacturer is instructed to fill the rates in prescribed price schedule available on portal.
- 9.2 Manufacturer has to quote Final selling rates of the corporation i:e the rates must include the cost of material, cost of manufacturing cost of Installation, cost of Transportation, Cost of Maintenance in warranty period, all the taxes whatsoever and Corporation Margin, F.O.R. destination. The rates must be given for specific unit of items (Complete System).
- 9.3 The manufacturer should quote final selling rates (F.O.R. destination) to customer through office of District Manager of this Corporation, inclusive of all applicable taxes duties, **including 5% margin** payable to the Corporation.
- 9.4 The manufacturer should quote their lowest price, in accordance to the condition mentioned in **clause No. 10**.

9.5 It should be mentioned clearly that Rates are against Form "C" or without from "C". If the rates are against 'C' form the Corporation will issue 'C' form.

9.6 Rates must be quoted both in words and figures F.O.R. Destination up to Block Head Quarter through office of Distt. Manager of this Corporation, inclusive of all taxes and duties and margin payable to the Corporation. In case of difference in words and figures of the rates quoted, the rates offer in words shall be considered

10 REASONABILITY OF RATES:

Manufacturer shall have to offer his lowest rates for the offered item 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 Items 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 M.P. during the period till completion of all orders issued during the currency of contract is completed.
- (ii) If at any time during the said period the manufacturer reduces the sales price of such offered items 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. The price paid under the contract after such reduction in sale price, shall stand correspondingly reduced. The Corporation shall be entitled to recover such excess amount.

- 11 **NEGOTIATIONS:** It is clarified that normally, no rate negotiation will be done and therefore the offerer should quote their lowest prices only. However the Managing Director of the Corporation may decides to give counter offer of the rates decided by the corporation to all eligible offerers.

12 BRAND NAME :

The Offerer is entitled to claim only one particular brand name for the purpose of this contract. Regarding brand name, certificate of brand name, if any, issued by competent authority for this purpose may be enclosed; however the Corporation will not be liable for any dispute on account of brand name or of any kind.

13- DISPLAY & DIPOSITION OF SAMPLES

One sample along with complete nomenclature & write-up of items offered for the year 2016-17 may be called by the Corporation. The Corporation may decide to examine / check the samples for nomenclature & write up submitted by supplier through recognized laboratories as decided by Managing Director of this Corporation.

14. RANDOM TESTING OF COMPONENTS:

Corporation may select sample by random checking of any or all components of System received at the destination / site and send it to any recognized institute for testing. The cost of such testing including cost of material shall be borne by the supplier.

15. Registration with DGS & D

Offerer having registration with DGS & D as approved supplier must produce copy of registration with approved rates.

16 VALIDITY OF APPLICATION: Application received in against this RCO is valid for acceptance for 6 months from the last date of Submission.

17 VALIDITY OF RATE CONTRACT: The Rate Contract against this RCO is valid up to **31-3-2017** and onwards. The RCO can be extended after the expiry i: e 31-3-2017 till the new Rates are circulated after finalizing the New RCO in this regards. However this period will not be extended for more than one year i.e. up to **31.03.2018**. Rates under this may be circulated upto 30.6.2017 .

18 EXECUTION OF AGREEMENT:

- (a) The successful Manufacturer shall have to execute an agreement as per **Annexure 10** 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
- (b) The Corporation shall intimate the successful offerer regarding acceptance of his offer and inform him to execute an agreement. In case the manufacturer fails to execute agreement within time limit the EMD deposited by Manufacturer shall be forfeited.
- (c) The prices for Items submitted by the Supplier in the offer and accepted by the Corporation will be the part of this RCO for year **2016-17** .

- 19- **PLACEMENT OF ORDER:** 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.

20 SCHEDULE AND MODE OF SUPPLY / DELIVERY:

- a The successful offerer shall have to supply the items as selected by the purchaser/ consignee.
- b The quantities of items required will depend on demand orders received by the corporation. The manufacturer may arrange supply of items through their authorized Dealers/ Distributors for timely supply of such quantities. (offerer must submit List of their authorized dealer/ distributors.)
- c The supplier has to supply the ordered material within 15 days or period shown in supply order from the date of receipt of order from the Corporation. Failure on the part of the supplier for timely supply, shall lead to forfeiture of the Security Deposit and the rate contract shall stand cancelled and agreement terminated. Corporation can also claim loss of goodwill as deemed fit by it. If the indenting authority suffers any loss due to inordinate delay in effecting supply/dispatch or arrival of the material at the destination, the same shall be the responsibility of the offerer who shall make good the entire loss suffered by the indenting authority. The Managing Director will assess and intimate the offerer the extent of loss, and the same will be acceptable to the offerer. The supplier shall ensure that the ordered material being supplied by him reaches at destination in the desired time and good condition. As such it will be the sole responsibility of the supplier to ensure desired quality and standard of the material is sent.
- d The supplied item as specified in order shall be in conformity with approved size, quality and specifications mentioned in the RCO documents / Agreement and order. Material shall be supplied as per delivery schedule ordered by the Indenting Authority (Regional Manager/ Head Office /District Manager) of the Corporation. The delivery schedule may, however, be revised by the intending authority, if warranted by exigency of the work of the Corporation. The supplier shall be bound to effect deliveries in accordance with the changed supply and installation schedule without claiming revision in rates. The dates of supply and installation shall be the date on which the consignment reaches the required destination.

21 INSURANCE AND COMPENSATION:

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

22 WARRENTY PERIOD

The Offerer has to declare their warrantee Schedules. Item supplied by the supplier shall carry warrantee as per warrantee schedules declared by supplier against any manufacturing defect from the date of Installation. Warrantee should be at least of one year from the date of installation/supply. In case of complaint / defect the supplier shall have to arrange repair /replacement within 10 days from the date of receipt of intimation. The Corporation shall have right to recover the cost or expenditure of loss whatsoever, on this account from the future bills of the supplier or from the security deposit or from any other amount due to the supplier or out of the security or any deposit made by the supplier in other Government Organization.

- 23 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 acts of God (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 nonperformance 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.

- 24** Submission of RCO shall deem to be the acceptance by the Offerer of the all the terms and conditions contain herein.

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 PREFERENCE:

As per the policy of the State Govt.,in the govt. purchase , there is preference to SC/ST manufacturers to the extend 30% of the total quantity. Manufacturer belonging to SC/ST category may furnish their certificate, with this offer . so the due advantage may be given to such category in Govt. purchase. There is no preference if material is being purchase by firm farmers.

26. AFTER SALE SERVICE:

- a. The company must provide after sales service to the farmers for during warranty period .
- b. It shall be the responsibility of the supplier to ensure that necessary spares parts are available to the purchaser/customer of irrigation equipment during warranty period and after words also. For this purpose offerer shall keep necessary stock of such fast/slow moving parts on consignment with this corporation {MP Agro} or their dealers. Quantity and location of stocking points of such items shall be decided by the offerer as per advice of Regional Managers of this corporation. Supplier shall also ensure that proper after sales services are available to the customers.
- c. The supplier shall also make arrangements for repair and after sale service required on continuous basis after expiry of the warranty period and shall ensure that the repairs/maintenance cost incurred by the purchaser are minimum.

27. RIGHT TO REFUSE/REJECT THE SUPPLIES:

- (a) Ordered item shall conform to the quantities specifications (as per Annexure-3) mentioned in supply order. The Corporation reserves the right to refuse to accept the supplied item, if found:-
 - (i) Inferior in quality & not in proper packing or not conforming to the specifications mentioned by offerer & in clause 9 & Annex-3 and Annex-7.
 - (ii) Other than specified and ordered by the Corporation,
OR
 - (iii) For any other sufficient reason at it's discretion.
- (b) In case the supply of supplied item is rejected / the supply not accepted, it shall be lifted by supplier at his own cost within the period granted by the M. P. State Agro-Industries Development Corporation Limited and in no Case Corporation shall be liable for the supply not accepted.
- (c) If the material fails in the testing.

28. QUALITY INSPECTION :

Corporation and Director of Agriculture Engineering, Govt. of M.P. or its authorized representatives shall be free to conduct inspection of items supplied/ to be supplied at any stage including inspection before dispatch from manufacturing unit. If require random checking may also be used to ensure supply of quality material. The cost of such testing including cost of material shall be borne by the supplier.

29. DEFECTIVE SUPPLIES :

The supplier shall replace the defective material or any other part found defective or prematurely worn out within 7 days within warranty period from the date of sale to the consumer, free of cost. If it is proved that offerer has intentionally supplied machine/equipments of improper quality or not ready to replace or had not replaced defective machines / equipments during the specified period or in a genuine time period as required minimum, corporation shall be free to black list the offerer and offerer shall be bound to refund the amount received in lieu of such defective supplies made by the offerer.

30 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.

31 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.

32. PAYMENT :

(a) The Corporation will make the payment of the Material to the supplier only after receipt of ordered material along with bills and satisfactory report duly signed by the consignees on payment after payment basis. Normally it may take 15 days to release the payment from the date of receipt of payment and satisfactory report of material supplied.

(b) In case these items are supplied to the farmer under various government schemes for providing subsidy , the farmer's share so received by the corporation shall be payable to the supplier after deducting corporation margin immediately on receipt of documents of acknowledgement in good condition.

(c) As mentioned in the { b} above, remaining amount which will come by way of subsidy from the government shall be payable within 15 days on receipt of the same by the corporation .

(d) The Corporation shall not be responsible for delay in sale ,unsold stock, change in govt. policy, interest for delay in payment etc. on due amount or any reason under this contract. The Corporation will not pay interest on due amount, if payment delayed due to any reason or in completing the " PAYMENT AFTER PAYMENT " formalities **described in 32 (a, b & c)**

- (e) In case items are supplied after due date, the payment of such delayed supply items, if accepted by the purchaser (cultivator/Govt. body) shall be made as per procedure mentioned above.

33 AMENDMENT IN RATE CONTRACT OFFER DOCUMENTS:

- i. 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, at any time prior to the submission of the RCO or prior to the opening of the financial offer The amendment will be notified at web site of the corporation. These amendments will be binding to offere.
- ii. In case of any amendments including extension of due date will be published on Corporation's website www.mpstateagro.nic.in and portal www.mpeproc.gov.in, only and no further notification will be made 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 a part of the Documents and will be binding on the bidder and it will be presume that the bidder has satisfied himself about such amendments

34 Arbitration:

In case of any dispute arising between the supplier and Corporation the matter shall be referred to Dy. General Manager (Mktg) of the Corporation. In case the supplier is not satisfied with the decisions of Dy. General Manager (Mktg) 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.

- 35** For all legal proceedings the district court Bhopal will have jurisdiction.

Deputy General Manager
{Marketing}

LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER

Following documents are essentially to be submitted in hard copies

1 Hard copies of documents as per Annexure-2B

- 2 Rate Contract Offer documents Along with Rates in **Annexure-4 to 10** signed on each page.
- 3 Printed Maximum price List i.e. MRP of the manufacturer / self certified photocopy of valid printed Maximum price list of the manufacturer.
- 4 If Manufacturer is registered in DGS & D, self Certified Photocopy of registration with DGS & D as approved supplier along with approved rates.
- 5 Warranty Schedules for material offered
- 6 Proof of RCO Fees /acknowledgement.
- 7 Self certified photocopy copy of license issued by BIS for IS 9020:2002.(Self certified copy of complete BIS licence indicating validity and type of feeding system HP wise) & A valid licence issued under Dangerous Machine Act 1983 in favour of manufacturer
- 8 Self certified photocopy of valid TIN & PAN
- 9 Earnest Money in specified form / Details of **EMD as per annexure 4 clause 6**
- 10 Other documents as mentioned in different clauses of Rate contract offer Document.
- 11 Offerer shall have to submit self certified adequate literature, leaflet of technical details manual etc.
- 12 Infrastructure details / Manufacturing facilities.
- 13 **Photocopy of Technical Registration from Director, Agriculture Engineering, Bhopal }**
- 14 Last three years company business turn over duly certified by Chartered accountant may be required.

15 Tax clearance certificate as on 31-03-2016

16 - PRICE BREAK UP(ANNEXURE-8A) IN HARD COPY DULY SIGNED SHOULD BE SUBMITTED ONLY ON DUE DATE & TIME ALONGWITH OTHER DOCUMENTS IN e.tender DROP-BOX KEPT IN MARKERING SECTION IN SEPARATE ENVELOPE .

2

AFFIDAVIT

We.....hereby offer for Supply of of **ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)** conforming to the Specifications as offered 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 thereof 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 20,000.00 (Twenty thousand only) in the form of Demand draft is herewith forwarded as Security 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: AFFIDAVIT of offer is to be submitted on non judicial stamp of Rs 100.00

MINIMUM TECHNICAL SPECIFICATIONS

ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)

- (i) Supplier should submit / declare Minimum Technical specifications of Tractor / Power Drawn Agriculture Implements for which offer is given. The offerer should also submit complete description of implements / equipments being offered by him along with leaflet / literature.
- (ii) If offerer is submitting offer for Tested Implement it should be clearly mentioned & relevant document such as self certified copy of Test Report of Tractor Training and Testing Institute/Govt.recognized Institute should be submitted along with the offer.
- (iii) **MARKING :**

The **ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY THRSHER)** shall be marked with the following particulars:

- a) Manufacture's name and his recognized trademark if any
- b) Model number
- c) Batch or code number, or SI No. if any
- d) Power rating, and
- e) Revolutions per minute

ANNEXURE-8

M. P. State Agro Industries Development Corporation Ltd. Bhopal

FORMAT FOR FINANCIAL OFFER FORM

**ISI MARKED POWER THRESHER IS: 9020: 2002
(TRACTOR/MOTOR/ENGINE OPERATED MULTI CROP /PADDY
THRSHER)**

1	Name of firm	:
2	Address	:
3	Name & Address of Director	:
4	Phone No. Fax No. E Mail	:
5	Name of Person representing RCO	:
6	Designation of Representing Person & Mobile No.	:

No.	Power Thresher	HP	Aproximate weight	Capacity (Monthly)	MRP	Final selling rate to customer through office of District Manager of this Corporation, as per clause no. 9.1 of the RCO	
						In Figure	In words
1	Motor Operated without Motor Chute Type						
2	Tractor Operated Chute Type						

3	Tractor Operated Hopper Type						
4-	Paddy Thresher						

Seal & Signature of the supplier

Note :- This format of price schedule is a sample for the Bidders. The bidders are instructed to fill the rates in prescribed price schedule available on portal. Price schedule should not submitted in Technical Bid.

Authorized Signatory Letter

Annexure 9

TO WHOM SOEVER IT MAY CONCERN

I hereby authorise Mr. -----working as -----
of M/s -----on behalf of company to sign and
execute all documents related to the online Rate Contract Offer for supply of
**ISI MARKED POWER THRESHER IS: 9020: 2002 (TRACTOR/MOTOR/ENGINE
OPERATED MULTI CROP /PADDY THRSHER)** through M. P. State Agro
Industries Development Corporation Ltd.Panchanan Building, 3rd Floor,
Malviya Nagar, Bhopal (MP) India.

Signature & Name of Manufacturer
Seal & Sign

Authorized Signatory
Seal & Sign
Name -----
Designation-----

Signature & Name of Manufacturer
Seal & Sign

Note: To be submitted in original letter head of the Manufacturer

Annexure-10

DRAFT AGREEMENT

This agreement made at Bhopal this day ofbetween Madhya Pradesh State Agro-Industries Development Corporation, having registered office at '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 acting through its 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 ofon 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. The supplier has agree to supply of quality materials and equipments on consignment basis on the terms & conditions of this agreement to the corporation .

AND WHEREAS the Corporation accepted the offer submitted by the supplier 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 conditions of the RCO.

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

- a. The RCO 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 dayand year..... referred to above.

For Supplier

.....
.....

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION
LIMITED

Signature with Office Seal

DEPUTY GENERAL MANAGER
(marketing)

Witnesses

1.

2.

Witnesses

1.

2.

