



**THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**  
PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL  
PHONE - 0755-2556857, 2761392 FAX 0755-2557305,  
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**ONLINE  
RATE CONTRACT OFFER DOCUMENT (RCO)**

**FOR SUPPLY OF**

**ISI MARK GEO MEMBRANE FOR POND LINING-** IS 15351:2015 (Reaffirmed  
2019 Agro Textiles Laminated High Density Polyethylene (HDPE) Woven Geo  
Membranes for Water Proof Lining (with up to date amendments)

For Financial year 2025-26 (onwards\*)

DUE ON 02-07-2025

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

*\* see clause no 13 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 /2024-25/

Dated -----

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

The Corporation invites On-line Rate Contract Offer (RCO) from eligible manufacturers/ authorized distributors as per details mentioned in the RCO documents, under e tendering system for supply of **ISI MARK GEO MEMBRANE FOR POND LINING**, along with Required Earnest Money Deposit for each Item as detailed in RCO document, up to 2.00 pm on 02-07-2025. 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), only. No further Notice will be published in the news paper.

Manager (Horticulture)



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

**RATE CONTRACT OFFER DOCUMENT FOR SUPPLY OF  
ISI MARK GEO MEMBRANE FOR POND LINING**

This document contains 19 pages, Index is as below:

| Sno | Particulars                                                                   | Annexure no | Page No |
|-----|-------------------------------------------------------------------------------|-------------|---------|
| 1   | Meaning of the words used in document                                         |             | 4       |
| 2   | Disclaimer                                                                    | ---         | 5       |
| 3   | Schedule of Rate Contract offer Bidding Process                               | Point A     | 5       |
| 4   | Scope of Work                                                                 | Point B     | 5       |
| 5   | Specification                                                                 | Point C     | 5       |
| 6   | Instruction to Offerer                                                        | Point D     | 6-7     |
| 7   | Procedure of Rate Contract                                                    | Point E     | 7       |
| 8   | General Terms and Conditions                                                  | Annexure 1  | 8-13    |
| 9   | Application Form                                                              | Annexure 2  | 14      |
| 10  | Affidavit                                                                     | Annexure 3  | 15      |
| 11  | Eligibility Criteria and Technical Specification                              | Annexure 4  | 16      |
| 12  | Format of Authorization certificate in case of Authorized Distributor/ Dealer | Annexure 5  | 17      |
| 13  | Format for Financial Bid                                                      | Annexure 6  | 18      |
| 14  | Draft Agreement                                                               | Annexure 7  | 19      |

### 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 approved under this RCO                                                                                                       |
| • | EMD                              | - | Earnest Money Deposit                                                                                                              |
| • | SD                               | - | Security Deposit                                                                                                                   |
| • | Department                       | - | Directorate of Horticulture and Farm Forestry Govt. of Madhya Pradesh or any other department of Government of M.P.                |
| • | Managing Director                | - | Managing Director of M.P. State Agro Industries Development Corporation Ltd Bhopal                                                 |
| • | CIPET                            | - | Central Institute of Plastic engineering and Testing.                                                                              |
| • | Regional Manager                 | - | Regional Manager of Regional Offices working at Divisional (Madhya Pradesh) level of the Corporation.                              |
| • | District Manager/ Branch Manager | - | District Manager/Branch Manager of Regional Offices working at Divisional (Madhya Pradesh) level of the Corporation.               |

## **A DISCLAIMER**

Though, utmost care has been taken in 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 Due Date of Pre-Bid Meeting. 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 are needed same will be appended with RCO document. The Offerer have no right to raise/ claim 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**

| <b>Stages of Bidding</b>                                   | <b>Scheduled Date</b>                                                                                           | <b>Scheduled time</b>                                         |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| On Line Purchase of RCO                                    | on payment of Rs 5000 + 900 GST for Each Item on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> | From –<br>03:00 PM on 10-06-2025 to<br>02:00 PM on 02-07-2025 |
| EMD                                                        | On Line payment of 1,00,000/- for Each Item on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>   | From –<br>03:00 PM on 10-06-2025 to<br>02:00 PM on 02-07-2025 |
| Due date of Pre-Bid i.e receipt of Queries or suggestions. | On 23-06-2025                                                                                                   | at 2.00 PM<br>On 23-06-2025                                   |
| Due date of uploading reply to queries and suggestions     | On 24-06-2025                                                                                                   | Up to 5.00 PM<br>On 24-06-2025                                |
| Closing of Bid                                             | 02-07-2025                                                                                                      | 2.00 PM                                                       |
| Opening of on Line Technical Bid                           | 02-07-2025                                                                                                      | 3.00 PM                                                       |

**Opening date of Price bid of eligible offers will be informed after the finalization of the technical bid. Such intimation will be displayed on [www.mpagro.org](http://www.mpagro.org), [www.mptenders.gov.in](http://www.mptenders.gov.in), and Notice Board of the Corporation.**

Each stage of bidding process will take place on the date and time mentioned against them. However in case of holiday declared by the competent authority the same will be done on next working day or if the date and time is changed/ postponed, information in this regard will be published on Corporation's web site.

- C. SCOPE OF WORK:** All specification of various items is mentioned on **annexure 4** of this document and is usually required in various schemes operated through various departments of Central or State Government and by Farmer or public at large. The Corporation with its 51 district offices takes the advantages of these Schemes/ Open Market to generate business of the said items.

- D. SPECIFICATIONS:** The specification of all items and therein its eligibility criteria are mentioned on **annexure 4** of this RCO document.

**E. INSTRUCTION TO 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 as mentioned in RCO document as part of eligibility criteria the document is available on website and can be accessed 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 displayed on the Corporation's website [www.mpagro.org](http://www.mpagro.org). or [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. Any such amendments will be part of Rate Contract.
- 4 To participate in Online RCO interested offerer will have to undergo registration on Portal [www.mptenders.gov.in](http://www.mptenders.gov.in) through valid class 3 digital signature certificates. Any charge/fee required in this regard 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 through on-line payment of **Rs 5000 + 900 (GST)= 5900** (Five Thousand Nine Hundred only) on portal [www.mptenders.gov.in](http://www.mptenders.gov.in) as the cost of document.
7. Offerer has to submit price bid for different types of items in BOQ available in on line Portal at Specify Place. In Case The Offered Item have different models than the bidder has to submit details of each type as prescribed in Annexure 4 and the model has to be mentioned in the BOQ.
8. All the Mandatory Documents listed below shall have to be clearly readable and are to be uploaded (in JPG or PDF format only, in minimum resolution of 100 DPI.) duly Self Certified with Seal and signature. Document uploaded in any other format will not be considered.

| Sno | TYPE OF DOCUMENTS                                                                                                                                                                                                                                                                                                                                                                     | AS PER CLAUSE                                        |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 1   | Manufacturing Registration Certificate (License/ Acknowledgement EM Part II /IEM/ Udhog Adhar etc) issued by District Trade Industries Centre (DTIC), MSME, Startup etc or Statutory Competent Authority for manufacturing the Tendered Plastic Item.                                                                                                                                 | Annexure 4<br>Clause 1                               |
| 2   | In case of ISI Marked Item the Manufacturer must have valid license issued by BIS number mentioned in the RCO document.<br>And / or<br>In case of non ISI mark items test report on all parameter as specified in technical specification annexure – 4 issued by CIPET/ NABL Recognized Lab* not older than 1 year from the date of submission of RCO. (* as mentioned in Annexure 4) | Annexure 4<br>Clause 2<br><br>Annexure 4<br>Clause 2 |
| 3   | Valid Permanent Account Number (PAN)                                                                                                                                                                                                                                                                                                                                                  | Annexure 4<br>Clause 4                               |
| 4   | Good and Service Tax Identification Number (GSTN) of Manufacturing Firm                                                                                                                                                                                                                                                                                                               | Annexure 4<br>Clause 4                               |
| 5   | Affidavit as per Annexure 3**                                                                                                                                                                                                                                                                                                                                                         | Annexure 1<br>Clause 4.4 (iv)                        |
| 6   | In Case of MSME / Startups or Firms of Schedule Cast and Schedule Tribes has to submit all related documents/ documentary evidence duly self attested.                                                                                                                                                                                                                                | Annexure 1<br>Clause 11                              |

| <b><u>In Case of Authorized Distributor Following Document along with above</u></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                                                                                   | Authority from the manufacturer to submit the RCO to this Corporation as per Annexure 5 | Annexure 4 |
| 4                                                                                   | Affidavit as per Annexure 3**                                                           |            |

\* as mentioned in Annexure 4

\*\* Note in case of Authorized Distributor, Affidavit as per Annexure 3 is required to be submitted by Authorized Distributor only and not by signing authority.

8. Offerer has to deposit on-line amount of Earnest Money Deposit (EMD) of Rupees 1,00,000/- (One Lac only) on portal www.mptenders.gov.in.
9. All documents uploaded on web site must be clear and readable. In case of any non clarity of uploaded documents Corporation shall not be responsible and such firms will not be considered and therefore will get disqualified or rejected.
10. 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.
11. This RCO has provision for ordered items to get inspected before the execution of supplies in the premises of company or at delivery place by recognized Agency of the State / Central/ PSU undertaking or Technical Committee decided by Managing Director (clause number - 12).
12. 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 the knowledge of Corporation at any point of time, all such offer will not be entertained and shall be liable for rejection.

#### **F- PROCEDURE OF RATE CONTRACT**

1. The Corporation invites the Offers for Rate Contract for supply of items as specified in Annexure 4.
2. It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.
3. 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 on-line payment Rs 5000 (Two Thousand Only)+ 900 GST (non refundable for each Item) and service charges of portal on [www.mptenders.gov.in](http://www.mptenders.gov.in) against the cost of document. Separate RCO has to be purchased for separate item.
- 1.3 Any amendment(s) in RCO document including extension of date etc., such amendment(s) will be displayed 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, any such amendments will be part of Rate Contract therefore interested bidders are advised to keep close watch on the Corporation's website.

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

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

**03- RATE CONTRACT OFFER DOCUMENT**

The Rate Contract offer document comprises of **19 pages**. The Offerer is expected to read carefully all annexure and conditions mentioned herein. Failure to comply with the **requirements (Eligibility)** 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. In case of any non clarity of uploaded documents Corporation shall not be responsible and such firms will not be considered and therefore will get disqualified or rejected.
- 4.3 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.
- 4.4 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 in case of holiday declared by the competent authority the same will be done on next working day the time remains unchanged, 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 Portal/ 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). Exemption of EMD is for Startups /MSME etc as per the GOMP directives firms of the M.P.

- (i) Earnest Money of all unsuccessful Offerer will be online auto-returned by mptenders.gov.in directly in the same account number from which the EMD was being deposited by the offerer. 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 by offerer/ applicant.
  - 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 thereafter all transactions completed, then 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 successful completion of warrantee and no dispute after which EMD will be refunded to the supplier without interest.
- (ii) Security deposit will be forfeited in case of failure of timely scheduled supply of material as mentioned in the purchase order which shall be as per RCO specifications or in case of any breach of terms and condition of the agreement and RCO.
- (iii) The security deposit will be refunded without interest on demand after the successful execution of all orders during currency of the contract period and transactions completed in toto, provided no dispute, claims or complaints exist for settlement. The firms are expected to submit such request letter to the authority.

07- **TECHNICAL SPECIFICATION:**

Technical Specifications of Items are given in **Annexure 4**. Supplier has to supply items as per the mentioned specification only and upload online relevant document as sought in this RCO by the Corporation.

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

- 8.1 The Offerer must submit rates online only as per online format given in Annex. 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 clear 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 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 rate offered for Item(s) under this contract by the offerer shall in no event be higher than the price at which the identical items is sold to any other person/ Organization/ Government Department/ Govt. Corporation/ or any Govt. Body in Madhya Pradesh during the completion of contract period or till the finalization of new rate through RCO or any other means.
- (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 & in such cases the Corporation shall be entitled to recover such excess amount from the supplier's bills or EMD etc.

- 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 as found by the recommendation of committee, the Managing Director of the Corporation may decide to give counter offer rates by the Corporation to eligible offerer whose rates are within 11+15% limit.

11- **A) Provision for Startups :**

According to the clause number 22 of store purchase rules 2015 (as amended in 2022) Startup of Madhya Pradesh will be given exemption in all related qualification like experience turnover.

**B) Provision for Micro and Small Enterprises, Startups :**

According to the clause number 14.1 of store purchase rules 2015 (as amended in 2022) for Micro and Small Enterprises and Startup of Madhya Pradesh will be given exemption in EMD.

**C) Provision for Scheduled Castes, Scheduled Tribes, Women Entrepreneurs:**

To avail benefits related to Section No. 23.1 of the Store Purchase Rules 2015 (as amended in 2022), it is mandatory for Scheduled Castes, Scheduled Tribes, women-owned entrepreneurs to submit all related documents/ documentary evidence duly self attested.

**D) Non-eligibility to participate in the bid due to pending court case/dispute :**

The offers of such bidders shall not be accepted with whom any court case on serious dispute of non supply and quality and/ or Criminal case is pending with the Corporation or any other Government department or Black listed.

12- **PRE INSPECTION FOR QUALITY BEFORE DELIVERY:**

- A-(i) Agency only from any of the State / Central/ PSU undertaking/ any institution which is incorporated following a Gazette Notification or by a special act passed by Government of India, India classification society approved by Quality Council of India (NABCB) or by any state Government as the Quality Control Inspection (QCI), third party inspection by Govt. Agency or Agency registered under section 25 in company act 1956 like DGS&D/ RITES/ CIPET/ EIL/ IR Class)/ PDIL/ Crown Agent etc.

- (ii) All material supplied under this RCO may be inspected by Third Party by the Corporation for this purpose.
- (iii) Expenses related to Third Party inspection shall be borne by bidder.
- (iv) Inspection Report of such inspection conducted shall be submitted by bidder along with bills at the time of payment.
- B The Managing Director may decide to inspect the Production/ Quality Control Facilities of the offerer through any means, 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.

13- **VALIDITY OF RATE CONTRACT:**

Rates received against this RCO shall be valid for 3 months from the rate approval letter issue date. In case of the exigencies the Managing Director may extend the validity of rate further 03 months maximum upto 01 year time period till the new rate are finalized.

14- **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.

15- **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.

16- **SCHEDULE AND MODE OF SUPPLY / PAYMENT**

- 1 The supplier has to supply the ordered material within 15 days from the date of order issued by Regional Manager and submit clearly typed readable bill in triplicate along with receipt/ acknowledgement of consignee.
- 2 The payment shall be released on "Payment after Payment" basis (i.e. on receipt of payment from Consignee the Corporation will make payment to supplier) which is as follows:
  - a) In ideal conditions accordance to the supplies made by the supplier, as far as possible, 80% payment of supplier's bill will be made within 7 days on receipt of bill by the Corporation along with proper receipt of items of the ordered quantity at the destination in good condition, duly Physical Report issued and signed by the Consignee and District Manager of the Corporation of the consignee's district.
  - b) Balance 20% payment of the bill be paid after receipt of Satisfactory Report duly issued and signed by the Consignee and District Manager of the Corporation of the consignee's district.

**Note:** *The Corporation may release the balance 20% payment after 120 days (from the date of supply) considering if there is no complaint by the consignee against the quality of the supplied material.*

3. The supplier shall ensure that in accordance with the issued order the total ordered material 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 etc of the material supplied, the Corporation will make payment after settlement of the dispute only.

17- **TARNISIT INSURANCE:**

The Supplier will arrange for Transit Insurance and ordered item/ Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (RTPND) or any event beyond human control thereon charges will be borne by the supplier. In any circumstances Corporation will not be held responsible.

18- **WARRANTY:**

The material supplied should carry minimum 1 year warranty 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 intimation letter. If the supplier fails to do so in the given time limit of 10 days the Corporation/ Department shall not be responsible for the theft or further damage of the item or the department/ beneficiary may 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

19- **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 or EMD of supplier with the Corporation.

20- **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.

21- **PENALTY FOR DELAYED SUPPLY:**

If the supplier fails to supply the ordered items in accordance to the time schedule mentioned in the order then following time-slab wise penalty shall be impose.

| S. no | Week                 | Penalty in Percentage of the Value of the non supplied items within the prescribed time of the Issued Order                                                                                                                       |
|-------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | First to second week | 0.25% per week                                                                                                                                                                                                                    |
| 2     | Third to Fourth week | 0.50% per week                                                                                                                                                                                                                    |
| 7     | Beyond Fourth week   | The supplier's supply order can be revoked, and the contract can be canceled, and the corporation may impose restrictions on business for the next 1 to 5 years. The decision of the managing director will be final and binding. |

- 22- The approved offerer / Supplier will upload the order copy, receipt of order date, date of supply, date of submission of bill, date of receipt of payment etc on the MPFSTS portal handled by the Department of Horticulture.
- 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- **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.
- 26- 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.
- 27- 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.
- 28- **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.
- 29- For all legal proceedings, the District Court Bhopal will have jurisdiction.

**Manager {Horticulture}**

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

To

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                                                                                                                                                                                   | .....                                   |
|   | d) Mobile Number                                                                                                                                                                                         | .....                                   |
|   | e) Email ID                                                                                                                                                                                              | .....                                   |
| 3 | <b>If Partnership</b>                                                                                                                                                                                    |                                         |
|   | 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<br>Date.....                   |
| 4 | Is Limited or Pvt. Limited Company under Indian Companies Act 1956.                                                                                                                                      | Yes / No<br>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                                                                                                                                                                         |                                         |
| 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 | MSME / Startup Certificate registration number.                                                                                                                                                          |                                         |
| 9 | Name of Person Singing the RCO<br>(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 above required documents is hereby uploaded on [www.mptenders.gov.in](http://www.mptenders.gov.in).

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 under the terms and conditions of this RCO 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. We also undertake that no legal proceeding is pending on our firm regarding non supply or quality issue in any Courts.

We undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company/ authorized dealer / in open market. We will be sole responsible in case of any dispute or discrepancy in the submitted rates. 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. 100000 (One Lakh 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 till the successful completion of the business transactions under this RCO.

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- **ISI MARK GEO MEMBRANE FOR POND LINING- IS 15351:2015 (Reaffirmed 2019 Agro Textiles Laminated High Density Polyethylene (HDPE) Woven Geo Membranes for Water Proof Lining (with up to date amendments), TECHNICAL SPECIFICATION AND ELIGIBILITY**

##### **A- ELIGIBILITY**

- 1- The Manufacturer having valid Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ IEM Udhdyog Adhar) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.
- 2- In Case of ISI mark Pond Liner Manufacturer must have valid license issued by BIS for IS 15351:2008 with up to date amendments.
- 3- 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- **Geo Membrane Pond liner** should be ISI Mark, as per IS 15351:2015 Textiles-Laminated High Density Polyethylene (HDPE) Woven Fabric Lining (Geo Membranes)- Specification (with up to date amendments).
- 2- **Marking** – Each roll of Pond Liner shall be marked legibly with the following information:
  - a) Manufacturer's name and i.e recognized trade-mark, if any.
  - b) Type of Fabric (Geo Membrane).
  - c) Declared Length and Width of the roll.
  - d) Mass Per Sq Meter of the fabric.
  - e) Batch number and date of manufacture.
  - f) BIS Certification and Marking as per guideline of BIS.

**C- DISPLAY & SUBMISSION OF SAMPLES:** Three samples of offered items in each category (For each Type) should be submitted along with complete nomenclature If demanded by Corporation. 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, we also undertake that no legal proceeding is  
pending in any Court.

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.*

**FORMAT FOR FINANCIAL OFFER FOR SUPPLY OF POND LINER**

NAME OF OFFERER-----

NAME OF MANUFACTURER -----

| Sno  | Item                                                                                                                                                                              | Model                          |                              | UNIT   | 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 |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|--------|--------------------------------------------------------------------------------------|-----|-------|--------------------------------------------------------------------------------------|-----------------|--|
|      |                                                                                                                                                                                   |                                |                              |        |                                                                                      | %   | Value |                                                                                      |                 |  |
| 1    | 2                                                                                                                                                                                 |                                |                              |        |                                                                                      |     |       |                                                                                      |                 |  |
| 1    | <b>ISI MARK GEO MEMBRANE FOR POND LINING-</b> IS 15351:2008 Textiles Laminated High Density Polyethylene (HDPE) Woven Fabric Lining (Geo Membranes) (with up to date amendments), | Thickness in Micron (+/- 7.5%) | Mass , Gm/Sq Meter (GSM) Min |        |                                                                                      |     |       |                                                                                      |                 |  |
| 1.01 | Type I                                                                                                                                                                            | 250                            | 250                          | PER KG |                                                                                      |     |       |                                                                                      |                 |  |
| 1.02 | Type II                                                                                                                                                                           | 500                            | 420                          | PER KG |                                                                                      |     |       |                                                                                      |                 |  |
| 1.03 | Type III                                                                                                                                                                          | 750                            | 650                          | PER KG |                                                                                      |     |       |                                                                                      |                 |  |
|      | Type IV                                                                                                                                                                           | 1000                           | 950                          | PER KG |                                                                                      |     |       |                                                                                      |                 |  |

*Note: This format of price bid is a sample for the Bidder's. The bidder's are instructed to fill the rates in prescribed price format available on Portal only.*

**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.

Supplier

Manager (Horticulture)

Witnesses :-

Witnesses :-

Signature with Name and address

Signature with Name and address

1.

1.

2.

2.