



M P AGRO

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
PANCHANAN, 3rd FLOOR, MALVIYA NAGAR, BHOPAL
PHONE - 0755-2551652, 2551756, 2761392 FAX 0755-2557305,
EMAIL: mpagrohbpl@gmail.com WEBSITE: www.mpagro.org

ONLINE RCO DOCUMENT

FOR SUPPLY OF BIO INNOCULANT KIT
FOR THE YEAR 2023-24 & ONWARDS
FROM ELIGIBLE MANUFACTURERS

DUE ON : 08.02.2024

RCO DOCUMENT FEES

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

(Eleven Thousand Eight Hundred Twenty Only) Shall be paid online.

नितिन मोहगांवकर
प्रबंधक (...)



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

"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL

Phone (0755) - 2551652, 2551756, 2551807, Fax: 0755-2557305

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पञ्चानन (३)

ANNEXURE - I



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

HO : MKTG/BIO-KIT/2023-24/

Dated: 18.01.2024

E - RCO NOTICE

Online RCO are invited for supply of BIO INNOCULANT KIT for the year 2023-24 & ONWARDS from Manufacturers Only.

RCO document as above can be purchased by paying RCO fee Rs. 10000 + 1800 (18% GST) = 11800 (Eleven Thousand Eight Hundred Only) each online up to following dates:-

S.N.	Name of Item	Last Date to Submit	EMD
01.	BIO INNOCULANT KIT	08.02.2024	1,00,000/-

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


MANAGER (MKTG)

नितिन मोहन
प्रबंधक (...)



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

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

DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

A. DISCLAIMER:

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

B. ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

01. The Corporation/MP AGRO means M.P. State Agro Industries Development Corporation Ltd.
02. Beneficiary/Consignee means The person/department who wish to purchase the items through this Corporation.
03. Application forms/the document means Application forms and all other relevant annexure/documents
04. Applicant/Bidder means The Manufacturer who submits RCO for supply and installation of Items as per document.
05. EMD means Earnest Money Deposit
06. Managing Director means Managing Director of MP State Agro Industries Development Corporation Ltd Bhopal.
07. RCO means - Rate Contract Offer
08. DOH means - Director of Horticulture, Govt. of MP
09. "Contract" means and includes the invitation to RCO, instructions to Bidder, RCO, acceptance of RCO, Conditions to Contract, particulars and the other conditions specified in the acceptance of RCO and includes repeated orders which have been accepted or acted upon by the/ for the Supplier and a formal agreement, if executed;
10. The "Suppliers" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the suppliers' successors (approved by MP AGRO) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
11. "The Inspecting Agency" means the person specified in the contract for the purpose of inspection of materials or services under the contract and it is an Agency authorized by MP AGRO and/or Director of Horticulture.
12. "The Purchaser" means the MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED, (MP AGRO).
13. "Materials" means the goods specified in the contract which the Supplier has agreed to supply under the contract;
14. "Test" means such test as is prescribed by the particulars or considered necessary by the MP AGRO/Director of Horticulture performed or made by the inspecting agency acting under an order issued by MP AGRO/Director of Horticulture.
15. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1872 (as amended), as the case may be.

16. Contract shall be governed by the Laws of India for time being in force.
17. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
18. The Courts of the place from where the acceptance of the RCO has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
19. A person signing the RCO or any other document in respect of the Contract on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, MP AGRO may, without prejudice to any other right or remedy of MP AGRO, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to MP AGRO for all costs and damages arising from the cancellation of the contract including any loss which MP AGRO may sustain on account of such purchase.
20. For all purposes of the contract, including arbitration there under, the address of the Supplier mentioned in the RCO shall be address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to MP AGRO. The Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.



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ANNEXURE - III



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

TITLE, TIME SCHEDULE, RCO FEE & EMD

(A) TITLE:

SUPPLY OF BIO INNOCULANT KIT

(B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of RCO	upto 2.00 PM	08.02.2024
Last date of submission	upto 04.00 PM	08.02.2024
PRE BID MEETING	At 01.00 PM	25.01-2024
Date of Including the Suggstions of PRE bid Meeting in RCO	upto 02.00 PM	25.01-2024
Opening of technical bid	upto 03.00 PM	09.02.2024
Financial Bid of the successful bidders will be opened on the date decided by corporation which will be intimated to bidders & published on website in due course of time.		

Each stage of bidding will take place on the date and time mentioned against them. However if the date and time is changed/ postponed information in this regard will be published on Corporation website www.mpagro.org and/or www.mptenders.gov.in.

(C) RCO FEE & EMD:

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

RCO FEE	Rs. 10000 + 1800 (18%GST) = 11800 (Eleven Thousand Eight Hundred Only) Shall be paid online. (Non Refundable)
EMD	Rs 1,00,000/- (One Lakh Only) Shall be paid online.
AS PER MP STORE PURCHASE RULES 14.1 EXEMPATATION IN EMD IS APPLICABLE ONLY FOR MADYA PRADESH MSME AND STARTUPS ONLY. NO EXEMPATATION IS APPLICABLE FOR RCO DOCUMENT FEE .	

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



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ANNEXURE - IV

ELIGIBILITY OF BIDDER & TECHNICAL SPECIFICATION OF ITEM

ELIGIBILITY : ELIGIBILITY OF BIDDER & TECHNICAL SPECIFICATION OF ITEM

(A) ELIGIBILITY:

- (i) Bidder should be manufacturer for the **ITEMS MENTIONED IN THE TECHNICAL SPECIFICATION below (All Items taking together constitute BIO INNOCULANT KIT)** - Bidder should submit Valid document issued by Distt. Industries Center (DIC)/Single Point Registration Certificate of NSIC/UDYOG AADHAR Certificate issued by Ministry of Micro Medium & Small Enterprises .
- (ii) Bidder should have Test Report from Govt. Recognized institution for each **ITEMS MENTIONED IN THE TECHNICAL SPECIFICATION below showing colony count at par or above mentioned.**
- (iii) Bidders have to submit Feasibility Report issued by a Govt. Recognized institution or an institute accredited by Quality council of India, such institute should verified prospective Bidder as manufacturar.
- (iv) Bidder Other necessary requirements for eligibility shall be as mentioned in Rate Contract BID document (RCO)

TECHNICAL SPECIFICATION :

BIO-INNOCLANT KIT HAVING COMPOSITION OF FOLLOWING TYPE OF BACTERIA/FUNGI IN THE GIVEN COLONY COUNT :-

S.N.	TYPE OF BACTERIA/FUNGI	COLONY COUNT		QUANTITY IN ONE KIT
01	BACILLUS MEGATERIUM	1.0X10 ⁷	C.F.U./GM	1.000 KG
02	PSEUDOMONAS ALCALIGENES	1.0X10 ⁷	C.F.U./GM	1.000 KG
03	TRICHODERMA REESIE	1.0X10 ⁷	C.F.U./GM	0.500 KG
04	ASPER GILLUS FUMIGATUS	1.0X10 ⁷	C.F.U./GM	1.000 KG

Manager Marketing

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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.

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.

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 and/or dispute are pending with the Corporation, other Government department or any other organization/agency. Offers of such bidders shall also not be accepted with whom any criminal case is also pending.

SUBMISSION OF IN HOUSE TEST REPORT

The Supplier must submit the in house Test Report for each lot which will be supply against supply order from Corporation.


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MANDATORY DOCUMENTS TO BE UPLOADED

01. RCO documents duly signed on each page with office seal affixed. (Page 1 to 27)
02. Bidder should be manufacturer for the **ITEMS MENTIONED IN THE TECHNICAL SPECIFICATION below (All Items taking together constitute BIO INNOCLANT KIT)** - Bidder should submit Valid document issued by Distt. Industries Center (DIC)/Single Point Registration Certificate of NSIC/UDYOG AADHAR Certificate issued by Ministry of Micro Medium & Small Enterprises .
Bidder Must upload Certificate
03. Bidder should have Test Report from Govt. Recognized institution for each **ITEMS MENTIONED IN THE TECHNICAL SPECIFICATION below showing colony count at par or above mentioned. Bidder Must upload copy of Test Report.**
04. Bidders have to submit Feasibility Report issued by a Govt. Recognized institution or an institute accredited by Quality council of India, such institute should verified prospective Bidder as manufacturer. **Bidder Must upload copy of Feasibility Report.**
04. Application form duly filled as par **Annexure - VI**
05. Valid proof of authority to signing the document.
06. GST Registration certificate.
07. Affidavit from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date.
08. Letter of Undertaking & Declaration **Annexure - VIII**
09. Financial Bid as per schedule **Annexure - IX**

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प्रबंधक (...)

APPLICATION FORM

To

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

Sub :- RCO Document for supply of **BIO INNOCULANT KIT**

Dear Sir,

Kindly accept our application for RCO Document for supply of **BIO INNOCULANT KIT** in the state of Madhya Pradesh. I am submitting application and details as under.

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

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

Date

Note:

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

Seal & Signature of the Bidder
or their authorized Representative



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ANNEXURE - VII

CONDITIONS OF RATE CONTRACT

1. PROCEDURE FOR RCO:

- 1.1 The Corporation invites online RCO for supply and installation of Material mentioned in **Annexure - IV**.
- 1.2 Only one online RCO will be accepted from One Applicant / Firm. If any individual participating in the BID, representing more than one firm in one or different names and it comes to MP AGRO'S knowledge at any point of time, all such BID will not be entertained and shall be liable for rejection.
- 1.3 The bidders intending to participate in this RCO are required to get enrolled/registered on the mptender.gov.in. Enrolment /registration and subsequent empanelment on the above portal and sub portal is mandatory.
- 1.4 RCO documents can be purchased only online from <http://mptender.gov.in> by making online payment of portal fees etc.
- 1.5 It is the discretion of the Managing Director of the corporation to accept/reject the application without assigning any reason thereof.
- 1.6 The M.P. State Agro-Industries Development Corporation Ltd, will not be responsible delay in receipt of Bid on any account whatsoever. If BID is received after specific date and time, even if the delay is caused in postal transit, or any other reason whatsoever, the same shall not be considered and the BID will be rejected.
- 1.7 Telegraphic/Fax BID, or BID received over fax, e-mail etc. shall not be considered.

2. SUBMISSION OF RCO:

- 2.1 Corporation Invites online RCO for supply of material as mentioned in **(Annexure III)**. The Bidder will have to get themselves registered with www.mptender.gov.in for E-tendering, without registration BID cannot be uploaded on portal. To participate in Online RCO interested Bidder will be required Registration at Portal and valid class 3 digital signature certificates. An amount of Rs 118000/- as RCO fees to be deposited online through website www.mptender.gov.in that is to be paid by Bidder for registration under E-tendering.
- 2.2 All the Mandatory Documents (Self Certified with Seal and signature) shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered. **(Annexure - V)**

3. OPENING OF TECHNICAL BID:

Soft copies uploaded up to due date and time will be opened on due date and time as mentioned in RCO.

4. DELAY IN SUBMISSION:

Delay in submission will not be accepted as portal will not open for application after due date stipulated in the schedule RCO.

5. MODUS OPERANDI FOR THE PURCHASE & SALES OF THE ITEMS & QUOTING RATES BY BIDDER:

- (i) MP AGRO will buy material for onward sale to various Govt. Deptt. & farmers as per demand/requirement.
- (ii) Bidders are required to quote their selling rate to MP AGRO with the intention that MP AGRO will load its own margin (5% + GST) to the prices quoted by Bidders.
- (iii) Bidders are required to upload their rates online in the format prescribed for it.
- (iv) Rate list to be uploaded will be rates with GST & rate without GST. MP AGRO margin & GST their on not to be included in this format.
- (v) Rates offered to MP AGRO should not be treated as rates to end user. Instead MP AGRO will work as dealer of the manufacturer. Manufacturer will be free to appoint their Sales Representative, other Dealer for after sales service & stocking purposes etc. Manufacturer can also incur expenses for sales promotion etc. as per their own policy.
- (vi) On the several occasions manufacturers do not quote lower rate to MP AGRO due to Price fall Clause executed by them with other organization. Difference between price quoted to MP AGRO & price quoted to other organization (for ultimate consumer) must be differentiated clearly that rate quoted to MP AGRO is the dealer rate.
- (vii) MP AGRO will be at full liberty to reduce or increase its margin at any time without consent from bidder. Managing Director Decision will be final & binding for all parties.
- (viii) The bidder should quote their lowest price, in accordance to the prevailing rates of the company to their other authorized dealer etc.

6. ACCEPTANCE OF RATES:

The Corporation will Accept the Rate offer from only those Offers whose offers rate will be within the Limit of L-1+15% .

7. EXECUTION OF AGREEMENT :

- (a) The Corporation will intimate the successful Bidder regarding acceptance and request him to execute the agreement in given time limit. In case the Bidder fails to execute agreement within the prescribed time limit, the EMD submitted along with the RCO shall stand forfeited.
- (b) The successful Bidder shall have to execute an agreement as per **Annexure-XI** with the Corporation on non-judicial stamp paper of Rs. 1000/- . (to be purchase by the Bidder)

8. EARNEST MONEY DEPOSIT:

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

9. SECURITY DEPOSIT:

- (i) The SD will remain with the corporation during the currency of the contract and till successful execution of all the order placed during the currency of the contract and will be refunded to the supplier without interest in case of no dispute and after getting clearance/NOC from District Managers of the Corporation /purchasing officer.
- (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 document.

10. MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS

Minimum Technical specifications of the items covered in this RCO are the same as they are defined in **(Annexure - IV)**.

11. PLACEMENT OF ORDER

Head Office / Regional Manager / Branch Manager of the Corporation shall place purchase order to the approved supplier.

12. SCHEDULE AND MODE OF SUPPLY / DELIVERY

- (a) The Bidder has to supply and deliver the ordered quantity within time period as mentioned in the order. Failure on the part of the Supplier for timely supply, shall lead to forfeiture of Security Deposit and the RCO shall stand cancelled and agreement shall be terminated. Corporation can also claim loss of goodwill as deemed fit and the same shall be payable by the Bidder.
- (b) 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 Bidder who shall make good the entire loss suffered by the indenting authority. The Managing Director will assess and intimate the Bidder the extent of loss, and the same will be acceptable to the Bidder. The supplier shall ensure that the ordered material being supplied by him reach the consignee at destination in good condition. As such it will be the sole responsibility of the supplier to ensure desired quality and standard of the material.
- (c) The ordered item as specified in order shall be in conformity with approved size and quality specifications mentioned in **Annexure-IV**, of the RCO and elsewhere in the RCO documents. Material shall be supplied in batches in any or all the sizes and in quantities as per delivery schedule ordered by the ordering authority of the Corporation. The delivery schedule may however be revised by the ordering authority, if warranted by exigency of the work of the Corporation. The successful Bidder shall be bound to effect deliveries in accordance with the changed supply schedule without claiming revision in rates. The dates of supply shall be the date on which the consignment reaches the required destination.
- (d) Ordered item may required to be supplied to the consignee through District Manager office of the corporation as per dispatch order to be given by the Regional Manager of the Corporation, securely packed so as to withstand rough handling and protection from vagaries of nature during transit.
- (e) Relevant L.R. shall be sent free and direct to the consignee (s) freight paid. The order No. of Corporation should be mentioned in the bill, against which the material is supplied.
- (f) The M.P. State Agro-Industries Development Corporation Limited shall not be responsible for damages, losses, thefts, pilferage, fire, accidents and demurrages etc. if any, incurred to the consignment during transit and these shall be borne by the supplier.

- (g) The dispatch of consignment shall be immediately communicated to the indenting Regional Manager/Distt. Manager of Corporation and consignee with the relevant details of L.R. and Bill Nos.
- (h) **Transit Insurance:** The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (**R RTPND**).

13. TRAINING:

If required the supplier will impart training to the selected nominated person of purchaser and the concerned person/staff/officers of the Corporation for proper operation and maintenance of Items Supplied.

14. RIGHT TO REFUSE/REJECT THE SUPPLIES:

- (a) Ordered item shall conform to the quantities specifications (as per **Annexure-IV**) 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 in **Annexure- IV**.
 - (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, 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.

15. DEFECTIVE SUPPLIES:

The supplier shall replace the defective material within 10 days from the date Complained from the consumer, free of cost. If it is proved that Bidder has intentionally supplied the Material of improper quality or not ready to replace or had not replaced during the specified period or in a genuine time period as required minimum, corporation shall be free to black list the Bidder and Bidder shall be bound to refund the amount received in lieu of such defective supplies made by the Bidder.

16. PAYMENT:

- (a) The Corporation will make the payment normally within 7 days on payment after payment condition to the supplier only after receipt of bills along with satisfactory report duly signed by the consignee/beneficiary.
- (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 along with work order after deducting corporation margin immediately.
- (c) As mentioned in the (b) above, remaining amount which will come by way of subsidy from the government shall be payable within 7 days on receipt of the same by the corporation.

17. PRICE ESCALATION CLAUSE:

The variation in price is allowed if any variation is occurred in GST slab & any levies/taxes by Regulatory authority. Bidder may Revised rates accordingly under intimation to corporation.

18. DISPLAY & DEPOSITION OF SAMPLES

One sample of items RCO for the year 2023-24 may be sought by the MP AGRO along with complete nomenclature & write-up. Corporation may decide to examine/check the samples for nomenclature & write up submitted by supplier through Govt recognized laboratories as decided by Managing Director of this Corporation.

19. RANDOM TESTING OF MATERIAL:

Corporation may select sample from the Supply Lot in front of Representative of Buyers Department, District Manager/ Representative of M.P.Agro, Authorized Representative of Supplier, and Authorized Inspector of Agriculture/Horticulture Department by random checking of Material received at the destination / site and send it to any Govt. recognized institute / lab for testing. **The cost of such testing including cost of material shall be borne by the supplier.**

20. BRAND NAME:

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

21. SUBMISSION OF REQUIRED DOCUMENT:

It is obligatory for the Bidder to submit all the necessary documents as mentioned in Annexure-V and mentioned elsewhere in RCO document. All formats should be filled in completely. **All the necessary documents should be enclosed duly self-attestation.**

22. ACCEPTANCE/REJECTION OF RCO:

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

23. FORCE MAJEURE CLAUSE:

FMC will applicable in the following circumstances -

- (a) Natural phenomenon including but not limited to weather condition, floods, draught, earthquake and epidemics.
- (b) Acts of government authority domestic or foreign including but not limited to war declared or properties, quarantine restriction.
- (c) Accidents or distraction including but not limited to fire, explosion break downs at essential machinery equipment and power shortage.

24. PURCHASE PREFERENCE:

The following rules are applicable only on those items & product which will be approved by committee constituted by M.P. Govt. store purchase rule 2015 (revised 2022) against rule 31 as per store purchase rule.

- (a) In case lowest rate received from the Bidder situated out of Madhya Pradesh. As per the provision made in State Purchase rule 25 to 50 percent (according to the production capacity) will be placed with bidder/bidders whose Production unit situated in Madhya Pradesh (Micro/ Small Industries) and who quoted Rates in bend of L-1+15% (First three bidders of Madhya Pradesh), only if, they are agreeable to supply the material in time and on lowest rate so received. Price preference of any kind will not be allowed (This clause will be applicable to only those Manufacturers of Madhya Pradesh if the place of Manufacturing is situated in Madhya Pradesh)
- (b) As per the policy of the State Government in respect of purchase of items through Micro / Small Industries purchase preference, minimum to the extent of 4% out of 25% of the required quantity shall be given to those manufacturing units of M.P belonging to the SC/ST entrepreneurs. A self-certified copy of certificate issued by the District Trade Industries Center (D.T.I.C) in this regard should be attached at the time of submission of tender. Price preference of any kind will not be allowed.
- (c) As per the policy of the State Government in respect of purchase preference, minimum to the extent of 3% out of 25% of the required quantity shall be given to those manufacturing units of M.P belonging to Female entrepreneurs (Ownership). Preference will be given to Micro / Small Industries run female Self Help Group A self-certified copy of certificate issued by the District Trade Industries Center (D.T.I.C) in this regard should be attached at the time of submission of tender. Price preference of any kind will not be allowed.

25. TO IMPOSE PENALTIES:

In case the supplier does not produce the ordered material within the specified time limit the penalty will be imposed as under:-

No	WEEKS (delay)	Rate of penalty imposed
1	1st to 2nd week	0.25% per week
2	3 rd to 4th week	0.50% per week
3	5 th to 6 th week	0.75% per week
4	7 th to 8 th week	1.00% per week
5	9 th to 10 th week	1.25 % per week and/or the order will be cancelled
6	11 th to 12th week	1.50 % per week for the entire period of delay and/or cancelling the orders.
7	In Case the supplier delayed the supply more than 12 weeks or refuse to supply the ordered material	Cancelling the supply order. Forfeiture of Security Deposit as per RCO rules

26. CORPORATION AS DEALER:

Corporation shall become Authorized Dealer of the company after execution of agreement with the company during the currency of Rate Contract.

27. ARBITRATION:

As far possible, all dispute arising out of this agreement will be settled by the mutual discussion and decision taken by the Dy. General Manager of the corporation will be final and binding on both the parties .

In case dispute is not settle as above then the same shall be referred to the arbitration. Arbitration and conciliation Act, 1996 shall apply to the proceedings before the Managing Director of the Corporation who shall be sole arbitrator. The decision of the arbitrator shall be final and binding on the parties.

28. RCO EVALUATION:

During RCO evaluation, MP AGRO may, at its discretion, ask the Bidder for a clarification of its RCO & documents attached there . The request for clarification and response shall be in writing.

29. RCO VALIDITY:

The rates finalized against this RCO shall be valid for a period of 3 (Three) Months from the date of First Rate Approval . It will be at the discretion of MP AGRO to extend validity period, or extend up to next Rate Approval.

30. MINOR MISTAKES IN RCO: MP AGRO may waive any minor nonconformity, or irregularity in a RCO document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Right to waive mistake shall remain with Managing Director of MP AGRO.

31. TRANSFERABILITY:

RCOs are not transferable.

32. RIGHT TO CHANGE CONDITIONS OF RCO:

MP AGRO reserves the right to reject or accept any RCO in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of MP AGRO in this regard will be final and MP AGRO is not liable to assign any reasons for the decision.

33. PARALLEL RATE CONTRACT:

MP AGRO reserves the right (a) to enter into parallel rate contract(s) simultaneously or at any time during the period of the rate contract with more Bidders as MP AGRO may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more supplier(s)/ Bidder(s) for such quantity and such item as the competent authority of MP AGRO (whose decision shall be final) may determine.

34. INSPECTION FOR QUALITY:

MP AGRO/ Buyers Departments shall have the power:

- (i) To certify any materials or part thereof submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any materials submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment, if after inspection of such portion thereof as it may in its discretion thinks fit, it is satisfied that the same is unsatisfactory.
- (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Supplier.
- (v) MP AGRO reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at any where. MP AGRO also have rights to inspect the raw materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the supplier at the supplier's premises.
- (vi) Cost of Test: The supplier is liable to pay for any Test done on the product supplied for conformity on quality.

35. RISK PURCHASE CLAUSE:

MP AGRO reserves the right to make emergent purchase in case of failure of supply/ rejected supply either in part or full as per demand placed by the MP AGRO and amount paid of such purchases should be adjusted from the supplier's Bill and may take following punitive actions.

- a) Fine to the tune of 2% of total amount supply not made/ degraded supply made may be imposed on the total value of the material for non supply/ short supply/ degraded supply etc. The fine amount will be deducted from the bill submitted for the next material supplied.
- b) The occurrence of such events 3 times during the contract period will lead to cancellation of contract by MP AGRO at any time after serving warning on each such event. The cancellation of contract will automatically come into effect from the last working hour of a scheduled delivery date after serving the last warning. On such event of cancellation the supplier will be black listed and will not be allowed to participate in any RCO / supply contract for a period of one year. On event of cancellation of contract the security deposit available with MP AGRO for the contract will be forfeited.

36. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, MP AGRO shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Contractor and for the purpose aforesaid, MP AGRO shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, MP AGRO, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with MP AGRO pending finalization or adjudication of any such claim.

37. CORRUPT PRACTICES:

Supplier is expected to observe the highest standard of ethics during the execution of this RCO. If the supplier has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, MP AGRO may, after giving 14 days notice to the supplier, terminate the Contract. In pursuit of this policy, MP AGRO:-

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MP AGRO and includes collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive MP AGRO of the benefits of free and open competition;
- b. Will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- c. In the same manner as above, if bidder observes any corrupt practices or "fraudulent practice" in MP AGRO, he should report to Managing Director only.

38. BREACH OF CONTRACT:

Any breach of the terms & conditions mentioned in this RCO document by the Supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the committing of any offence by the Supplier or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle MP AGRO to cancel the contract and all or any other contracts with the Supplier and to recover from the Supplier the amount of any loss arising from such cancellation.

39. TERMINATION OF CONTRACT:

MP AGRO may initiate process for termination of Contract in the following event of default:

- (i) Breach of any of the terms or conditions or obligation of Contract on part of Supplier / his employees / agents.
- (ii) Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of MP AGRO and / or competent authority.
- (iii) MP AGRO at their discretion may call for any record to satisfy themselves regarding supply of material to catering units. The supplier shall provide every help/ document related to MP AGRO, failing which it may amount to breach of condition of the contract.
- (iv) The Supplier being adjudged bankrupt/ insolvent or a trustee/ receiver being appointed on the Supplier.
- (v) Repudiation of agreement by Supplier or otherwise evidence of intention not to be bound by the agreement.
- (vi) MP AGRO at their discretion may call for any record to satisfy them regarding the supply and Supplier will provide every help failing which it may amount to breach of condition of the Contract.

40. AMENDMENTS TO BID INVITATION:

The MP AGRO reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch MP AGRO web site for any such amendments. The MP AGRO shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the MP AGRO will enable the bidder's to revise their bids.

41. NEGOTIATIONS:

It is clarified that normally the Corporation will make no negotiation on the RCO and therefore the Bidders should quote their lowest prices only. However the Managing Director of the Corporation may decide to give counter RCO of the lowest rate as decided by him.

42. AUTHORITY TO SIGN BID DOCUMENTS:

A person signing the RCO or any other document in respect of the Contract on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, MP AGRO may, without prejudice to any other right or remedy of MP AGRO, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to MP AGRO for all costs and damages arising from the cancellation of the contract including any loss which MP AGRO may sustain on account of such purchase.

43. Only Bhopal Court shall have jurisdiction.


MANAGER (MARKETING)

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

LETTER OF UNDERTAKING AND DECLARATION

We hereby submit RCO for the supply of **BIO INNOCULANT KIT** conforming to the Specifications as mentioned in RCO.

We undertake to supply such quantities of material as per Specification as mentioned in RCO, as we may be called upon to supply and install 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 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. 1,00,000.00 (One Lac only) in the form of Demand draft or any of the form specified in the Rate Contract RCO Documents is herewith forwarded as Earnest Money which shall be retained by The MP State Agro Industries Development Corporation Limited, on account of Security Deposit as specified in the clause 9 of the said conditions of contract, should this RCO be accepted. Further, we declare the rates quoted in this RCO are the Dealer rate.

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

Name :.....

Designation:.....

(Signature with Office Seal..)

Witness:

1.

2.

THE RATE CONTRACT RCO IS HEREBY ACCEPTED BY ME ON BE HALF OF
M/s.....

SIGNATURE OF THE ACCEPTING AUTHORITY

Note: Letter of acceptance of RCO is to be submitted on non judicial stamp of Rs 500.00

ANNEXURE - IX**THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED**

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

FINANCIAL BID FORMAT

S.N.	ITEM DESCRIPTION	UNIT	HSN CODE	BASIC RATE	GST Amount	GST %	PURCHASE PRICE TO MP AGRO
1	BIO INNOCULANT KIT 1. BACILLUS MEGATERIUM 2. PSEUDOMONAS ALCALIGENES 3. TRICHODERMA REESIE 4. ASPERGILLUS FUMIGATUS	Nos.					

**Seal & signature
of the Bidder**


नितिन मोहगांवकर
प्रबंधक (...

DECLARATION OF BLACKLISTING

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

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

Place:

Date:

**Seal & Signature of the Bidder
or their authorized Representative**

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


नितिन मोहगांवकर
प्रबंधक (...)

DRAFT AGREEMENT

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

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

AND

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

WHEREAS the Corporation invited Rate Contract RCO for supply of **BIO INNOCULANT KIT** on the terms and conditions envisaged in the terms schedule issued with the Rate Contract RCO Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Rate Contract RCO Document, while submitting his RCO. The supplier has agreed to supply of quality materials and equipments on consignment basis on the terms and conditions of this agreement to the Corporation.

AND WHEREAS the Corporation accepted the RCO 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 and the following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the Rate Contract Document
- b) Specifications of material
- c) The letter of acceptance dated -----
- d) The RCO 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.

For Supplier

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

Signature with Office Seal

Witnesses

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LTD

MANAGER MARKETING

नितिन मोहगोवर्कर
प्रबंधक (.....)



THE M.P. STATE AGRO-INDUSTRIES DEVELOPMENT CORPORATION LTD.

PANCHANAN, 3RD FLOOR, MALVIYA NAGAR, BHOPAL.

☎- 0755- 2551756 Fax - 0755 2557305

email - mpagrohbpl@gmail.com

REF.HO/MKTG/2023-24/ 3416

Dated: 24.01.2024

CORRIGENDUM NOTICE

IN THE FOLLOWING, E-TENDER NO. 2024_AGRO_327175_1
RCO DOCUMENT FOR SUPPLY OF BIO INNOCULANT KIT FOR
THE YEAR 2023-24 AND ONWARDS, THE REVISED DOCUMENT
IS UPLOADED. PLEASE CONSIDER THIS REVISED RCO
DOCUMENT AS TRUE AND KINDLY IGNORE THE PREVIOUS
ONE. THE NEW CLOSING DATE OF THE TENDER WILL BE
08.02.2024.


MANAGER (MKTG)