

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/T.D. IMP /2024-25/1657

Dated: 1/8/24

RCO NOTICE

Online Rate Contract offer (RCO) are invited for supply of **ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS** for the year 2024-25 from the Manufacturers only.

RCO documents 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:-

PARTICULARS OF RCO.

S.N.	Name of Item	Cost of Document	Last Date to Submit	EMD
01.	ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS	10000 + 1800 (18% GST) = 11800	22.08.2024	1,00,000/-

MSME & STARTUP Entrepreneurs of Madhya Pradesh are Exempted for EMD.

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)
प्रबंधक (मार्केटिंग)



M P AGRO

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

RCO DOCUMENT

**FOR SUPPLY OF ISI MARKED
AND TESTED TRACTOR
DRAWN/POWER DRAWN
IMPLEMENTS
FOR THE YEAR 2024-25**

DUE ON 22.08.2024

RCO DOCUMENT FEES

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

(Eleven Thousand Eight Hundred Only) Shall be paid Online.


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प्रबंधक (-)



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

"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL

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

LIST OF ANNEXURE OF RATE CONTRACT BID DOCUMENT

SN	PARTICULER	ANNEXURE	PAGES NO
1	RCO NOTICE	I	03
2	DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION	II	04 to 06
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14	Format for C.A. Certificate for Turn Over	XIV	40
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"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 this 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. 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.
5. In case any Prospective Bidder finds any discrepancy or omission in the any part of the RCO document or has any doubt to their meaning, he should notify the same to 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. However, it does not entitle the bidder to seek any extension of RCO opening date.
6. 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.
7. 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.
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. "The Inspecting Agency" means an Government Agency/Department to inspect materials or services authorized by QCI approved third party inspection Agency, Govt. Agency such as DGS&D / RITES / CIPET / EIL / IR-Class / PDIL/ Government Engineering College or any Government Technical Department or any Government institution..
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 maybe.


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16. Contract shall be governed by the Laws of India for time being inforce.
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 viceversa.
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.
21. Appropriate Authority: Appropriate authority means the M.P. State Government/Central government or any other officer specifically appointed for any specific purposes by the State Government.


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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, RCOFEE&EMD

(A) TITLE:

ISI MARKED AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS FOR 2024-25.

(B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of RCO	upto 2.00 PM	22.08.2024
PRE BID MEETING	At 012.30 PM	09.08.2024
Date of inclusion of the suggestions of Pre-bid meeting in RCO	upto 04.00 PM	09.08.2024
Last date of submission	upto 04.00 PM	22.08.2024
Opening of technical bid	upto 03.00 PM	23.08.2024
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 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 only.

(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	(1) EMD of Rs. 1,00,000/- (One Lakh Only) for ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS to be deposited online through www.mptenders.gov.in .
<u>NO EXEMPTATION IS APPLICABLE FOR RCO DOCUMENT FEE</u>	

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

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ANNEXURE - IV
THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

ELIGIBILITY OF BIDDER & DETAILS OF ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS ELIGIBILITY :

S.N.	ELIGIBILITY	DOCUMENT TO BE UPLOADED
1	RCO documents (Page 1 to 39)	RCO documents duly signed on each page with office seal affixed.
2	Bidder should be manufacturer for the RCO items	Certificate from Industry department / District Industrial Center (DIC)/ Single Point Registration Certificate of NSIC/UDYAM Registration Certificate issued by Ministry of Micro Medium & Small Enterprises .
3	Bidder should have valid feasibility Report of RCO items	Valid feasibility report for manufacturing of RCO items by those Government Department/Agency which is approve by the Quality Council of India/N.A.B.C.B., any Government Engineering College, any Government Technical Department or Government institution. Feasibility report must covered the following points - (A) Name and full address of manufacturing unit. (B) Machineries Installed in manufacturing unit, Name and Quantity. (C).Production Capacity of manufacturing unit for RCO Items. (D) Manufacturing unit is in running condition or not. (Please attach latest 3 month's electricity bill for verification)
4	The Total Cumulative Turnover of the Bidder for the Last Three financial Years i.e. (,2021-22, 2022-23, and 2023-24) for ISI Mark and Tested Tractor Drawn/Power Drawn Implements should not less than be 4 (Four) crorer. 1- Startup and MSME of M.P. will get relaxation of Rs/- 1 corer in Febrication Items Turn over .	A certificate issued by Chartered Accountant with UDIN Number showing Turnover for the last three financial years, i.e. (2021-22, 2022-23 and 2023-24) in supply of fabrication Items .

S.N.	ELIGIBILITY	DOCUMENT TO BE UPLOADED
5	Bidder should have valid Registration Certificate issued by the Director, Agriculture Engineering, Govt of MP	Valid Registration Certificate, issued by the Directorate of Agriculture Engineering, MP for all the items for which RCO is submitted.
6	Valid BIS Certificate	Bidder should have a valid certificate issued by the Bureau of Indian Standards For ISI MARK TRACTOR DRAWN /POWER DRAWN IMPLEMENTS .
7	Valid Test Report	Bidder should have a valid Test Report from Govt recognized institute for TESTED TRACTOR DRAWN /POWER DRAWN IMPLEMENTS,
8	Other necessary requirements for eligibility shall be as mentioned in Rate Contract BID document	• Application form duly filled as par Annex - VII • Valid proof of authority to signing the document in case of Partnership Firm and Limited Firm Annex - XIII • GST Registration certificate • Affidavit from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date Anex - XI • Letter of Undertaking & Declaration on 500 Rs Stamp Paper Anex - IX • Warrantee Scheduled as per Manufacturer Company Policy on the company letterhead



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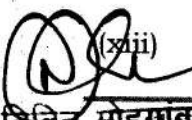
ANNEXURE - V

**MANDATORY DOCUMENTS TO BE UPLOADED FOR ISI MARKED
TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS**

- (i) Bidder should submit RCO documents duly signed on each page with office seal affixed. (Page 01 to 39)
- (ii) Bidder should submit valid manufacturing license/Registration from the competent Authority for manufacturing of ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS - Bidder should submit Certificate District Industrial Center (DIC)/ Single Point Registration Certificate of NSIC/UDYAM Registration Certificate issued by Ministry of Micro Medium & Small Enterprises showing name of equipment specifically.
- (iii) Bidder should submit Valid feasibility report for manufacturing of RCO items by those Government Department/Agency which is approved by the Quality Council of India/N.A.B.C.B., or any Government Engineering College, any Government Technical Department or Government institution.

Feasibility report must covered the following points -

- (A) Name and full address of Manufacturing unit.
- (B) Machineries Installed in Manufacturing unit, Name and Quantity.
- (C).Production Capacity of Manufacturing unit for RCO Items.
- (D) Manufacturing unit is in running condition or not. Please attach latest 3 month's electricity bill for verification
- (iv) Bidder should Submit certificate issued by Chartered Accountant with UDIN Number showing Turnover for the last three financial years, i.e. (2021-22, 2022-23 and 2023-24) in supply of Fabrication Items for ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS.
- (v) Bidder should submit Valid Registration Certificate, issued by the Directorate of Agriculture Engineering, MP for all the items for which RCO is submitted.
- (vi) Bidder should submit a valid BIS Certificate issued by the Bureau of Indian Standards For ISI MARK TRACTOR DRAWN /POWER DRAWN IMPLEMENTS.
- (vii) Bidder should Submit a valid Test Report from Govt recognized institute for TESTED TRACTOR DRAWN /POWER DRAWN IMPLEMENTS).
- (viii) Bidder should submit Application form duly filled as per Annex - VII
- (ix) Bidder should submit Valid proof of authority to signing the document in case of Partnership Firm and Limited Firm as per Annex - XIII
- (x) Bidder should submit GST Registration certificate
- (xi) Bidder should submit an Affidavit that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date Annex - XI
- (xii) Bidder should submit Letter of Undertaking & Declaration on 500 Rs Stamp Paper as per Anex - IX
- (xiii) Bidder should Submit Warrantee Schedule as per Manufacturer/ Company Policy on the company letter head


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DETAILS OF TRACTOR/POWER DRAWN IMPLEMENTS :

S.N.	TRACTOR DRAWN IMPLEMENTS
1	Reversible Plough Mechanical 2 Bottom
2	Reversible Plough Mechanical 3 Bottom
3	Cultivator Dugfoot 5 Tynes
4	Cultivator Dugfoot 7 Tynes
5	Cultivator Chisel Type 7 Tynes
6	Cultivator Chisel Type 9 Tynes
7	Cultivator Chisel Type 11 Tynes
8	Cultivator Chisel Type 13 Tynes
9	Seed Cum Fertilizer Drill 7 Tynes
10	Seed Cum Fertilizer Drill 9 Tynes
11	Seed Cum Fertilizer Drill 11 Tynes
12	Seed Cum Fertilizer Drill 13 Tynes
13	Seed Drill Single peti 7 Tynes
14	Seed Drill Single peti 9 Tynes
15	Seed Drill Single peti 11 Tynes
16	Seed Drill Single peti 13 Tynes
17	Zero Trillage Seed Cum Fertilizer Drill 7 Tynes
18	Zero Trillage Seed Cum Seed Cum Fertilizer Drill 9 Tynes
19	Multicrop Planter
20	Raised Bed Planter 5 Tynes
21	Raised Bed Planter 7 Tynes
22	Raised Bed Planter 9 Tynes
23	Raised Bed Planter 11 Tynes
24	Raised Bed Planter 13 Tynes
25	Self Propelled Reaper
26	Tractor Drawn Potato Planter
27	Tractor Drawn Potato Digger
28	Tractor Drawn Reaper
29	Tractor Drawn Reaper cum Binder
30	Disk Harrow 7 Disk
31	Disk Harrow 9 Disk
32	Disk Harrow 11 Disk
33	Disk Harrow 13 Disk
34	Tractor Operated Leveler
35	Tractor Operated Post Hole Digger
36	Tractor Operated Onion Planter
37	Tractor Operated Onion Harvester
38	ISI Mark Multi Crop Thresher Tractor Operated from 10 HP and above Chute Type

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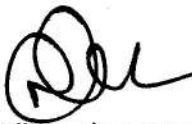
S.N.	TRACTOR DRAWN IMPLEMENTS
39	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Chute Type
40	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Chute Type
41	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Chute Type
42	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Chute Type
43	ISI Mark Multi Crop Thresher Tractor Operated from 35 HP Chute Type
44	ISI Mark Multi Crop Thresher Tractor
45	Operated from 10 HP Hopper Type
46	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Type
47	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Hopper Type
48	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Hopper Type
49	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Hopper Type
50	ISI Mark Multi Crop Thresher Tractor Operated from 35 Hopper Type
51	ISI Mark Paddy Thresher Tractor Operated from 10 HP
52	ISI Mark Paddy Thresher Tractor Operated from 15 HP
53	ISI Mark Paddy Thresher Tractor Operated from 20 HP
54	ISI Mark Paddy Thresher Tractor Operated from 25 HP
55	ISI Mark Paddy Thresher Tractor Operated from 30 HP
56	ISI Mark Paddy Thresher Tractor Operated from 35 HP
57	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 10 HP
58	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 15 HP
59	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 20 HP
60	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 25 HP
61	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 30 HP
62	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 35 HP
63	Tractor Operated ISI Mark Hadamba Cutter Thresher 20 HP
64	Tractor Operated ISI Mark Hadamba Cutter Thresher 25 HP
65	Tractor Operated ISI Mark Hadamba Cutter Thresher 30 HP
66	Tractor Operated ISI Mark Hadamba Cutter Thresher 35 HP
67	Tested Multi Crop Thresher Tractor Operated from 10 HP and above Chute Type
68	Tested Multi Crop Thresher Tractor Operated from 15 HP Chute Type
69	Tested Multi Crop Thresher Tractor Operated from 20 HP Chute Type
70	Tested Multi Crop Thresher Tractor Operated from 25 HP Chute Type
71	Tested Multi Crop Thresher Tractor Operated from 30 HP Chute Type
72	Tested Multi Crop Thresher Tractor Operated from 35 HP Chute Type
73	Tested Multi Crop Thresher Tractor Operated from 10 HP Hopper Type
74	Tested Multi Crop Thresher Tractor Operated from 15 HP Hopper Type
75	Tested Multi Crop Thresher Tractor Operated from 20 HP Hopper Type
76	Tested Multi Crop Thresher Tractor Operated from 25 HP Hopper Type
77	Tested Multi Crop Thresher Tractor Operated from 30 HP Hopper Type
78	Tested Multi Crop Thresher Tractor Operated from 35 HP Hopper Type
79	Tested Paddy Thresher Tractor Operated from 10 HP
80	Tested Paddy Thresher Tractor Operated from 20 HP


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S.N.	TRACTOR DRAWN IMPLEMENTS
81	Tested Paddy Thresher Tractor Operated from 25 HP
82	Tested Paddy Thresher Tractor Operated from 30 HP
83	Tested Paddy Thresher Tractor Operated from 35 HP
84	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 10 HP
85	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 15 HP
86	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 20 HP
87	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 25 HP
88	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 30 HP
89	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 35 HP
90	Tractor Operated Tested Hadamba Cutter Thresher 20 HP
94	Tractor Operated Tested Hadamba Cutter Thresher 25 HP
92	Chaff Cutter Tractor Operated With Gear box
93	Tractor Operated Vegetable Planter
94	Post Hole Digger
95	Tractor Operated Rice Transplanter
96	Tractor Operated Vegetable Planter

NOTE : BIDDER SHOULD MENTION TECHNICAL SPECIFICATION OF EACH IMPLEMENTS QUOTED BY THEM IN FULL DETAIL SEPRATELY IN ANNEXURE IV.

**Seal & signature
of the Bidder**


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DETAILS OF TRACTOR/POWER DRAWN IMPLEMENTS :

S.N.	POWER DRAWN IMPLIMENTS
97	Reaper Cum Binder
98	Mulch Lying Machine
99	Power Weeder up to 9 HP
100	Power Tiller above 9 H.P.
101	Mechanical Trolley
102	Hydraulic Trolley
103	Chaff Cutter Motor Operated With Gear box and Electric Moter
104	Chaff Cutter Motor Operated With Gear box Without Moter
105	Multi Crop Thresher Chute Type Moter Operated from 5 HP
106	Multi Crop Thresher Chute Type Moter Operated from 7.50 HP
107	Seed Grader Motor operated
108	Power Operated Pruning Machine
109	Plant Trimmer
110	Power Operated Horticulture Tools For Pruning
111	Power Operated Horticulture Tools For Budding
112	Power Operated Horticulture Tools For Grading
113	Power Operated Horticulture Tools For Shearing

NOTE : BIDDER SHOULD MENTION TECHNICAL SPECIFICATION OF EACH IMPLEMENTS QUOTED BY THEM IN FULL DETAIL SEPRATELY IN ANNEXURE IV.


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**Seal & signature
of the Bidder**

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 **ISI MARKED AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS**

Dear Sir,

Kindly accept our application for RCO Document for supply of **ISI MARK AND TESTED TRACTOR DRAWN/POWER DRAWN IMPLEMENTS** 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	If LLP			
	a) Name & Address of Partners			
	b) Certificate of registration			
	c) Copy of agreement/MOU mentioning liability of the Partner.			
3	Location of Production units			
4	Year of Establishment of the units.			
5	Name, Designation & Mobile Number of Contact Person,			
6.	Name of Person Singing the RCO (In Case Of Authorized Person Specific Power of Attorney has to be submitted)	no	BIS	License No
				Date of Validity
7	Details of BIS license obtained			
8	Details of Turnover for last Three financial years for item quoted (Rs in Lakhs)		Year	Total Turn Over
			2021-22	
			2022-23	
			2023-24	

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



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

ANNEXURE - VIII

CONDITIONS OF RATE CONTRACT

1. PROCEDURE FOR RCO:

- 1.1 The Corporation invites RCO for supply and installation of Material mentioned in **Annexure - VI**.
- 1.2 Only one 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 RCO documents can be purchased online.
- 1.4 It is the discretion of the Managing Director of the corporation to accept/reject the application without assigning any reason thereof.
- 1.5 Bidder should have to submit the hard copy of documents as per corporation requirement or at the time of Agreement.
- 1.6 The M.P. State Agro-Industries Development Corporation Ltd, will not be responsible for 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, post etc. shall not be considered.
- 1.8 M.P. Agro hereby disclaims all liabilities of third party prospective purchasers with respect to quality, service and defect in the implements to be supplied by the bidder shall be solely responsible to provide efficient service and to fulfil all defect and quality standards of the implements to be supplied.

2. SUBMISSION OF RCO:

- 2.1 Corporation Invites RCO for supply of material as mentioned in **(Annexure VI)**.
- 2.2 Self attested copies of all mandatory documents as per RCO document, RCO fees details (cost of documents) and EMD can be submit online before last date and time of submission of BID.

- 3. OPENING OF TECHNICAL BID:** Document received in the RCO online will be opened on due date and time as mentioned in **(Annexure V)**. The bidder shall be technically qualified on the basis of documents submitted online, and therefore please ensure that all the documents are scanned and submitted, which are in clearly readable and printable manner.


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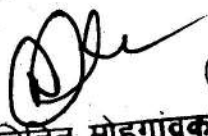
4. **DELAY IN SUBMISSION:** The Corporation will not be responsible for any delay on any account in receipt of RCO. If the BID is received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever, the same will not be considered.

5. **CHANGE IN OPENING SCHEDULE:**

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

6. **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. It is hereby clarified that MP Agro shall not be liable for the specification provided by the manufacturer. The End user shall be selecting the equipment as per the specifications and prices as quoted by the manufacturer on the portal. It shall be the duty of the end user to satisfy himself with the specifications and prices of the equipment. MP Agro disclaims all its liabilities with respect to the specifications and prices quoted by the manufacturer on the portal and shall not be subjected to any legal proceedings in this regard.
- (ii) Bidders are required to quote their selling rate only in the prescribed Financial BID format. Please do not attach the rate list along with the RCO documents.
- (iii) Bidders are required to upload their rates in the format prescribed for it. Shown in the financial Bid.
- (iv) Rate list to be uploaded will be rates with GST & rate without GST. MP AGRO margin & GST their on 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) MP AGRO may allow distributors of dealers within state on behalf of manufacture for supply, payment & service.


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- (ix) The bidder should quote their lowest price, in accordance to the prevailing rates of the company to their other authorized dealer etc. Dealer rate may be decided by the company at its own on the basis of "**Dealer Rate**" prevailing for others dealer in Madhya Pradesh.

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) Earnest Money 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 become 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.


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10. MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS

Minimum Technical specifications of the items covered in this RCO will be as per the technical specifications of the manufacturer/supplier. Please attach minimum technical specification of the items for which RCO is submitted separately, along with the documents.

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

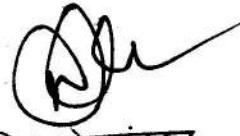
The Bidder has to supply and deliver the ordered quantity within time period as mentioned in the order issued by the Deputy Director Agriculture or the order issued by the Regional Manager of the Corporation. Failure of the Supplier for timely supply, or NON Supply of the material shall lead to forfeiture of Security Deposit and the RCO shall stand cancelled and agreement shall be terminated and Supplier shall be black listed/ debarred from supplies through the corporation for 1-5 years. Corporation can also claim loss of goodwill as deemed fit and the same shall be payable by the Bidder. MP Agro shall not be liable toward the first manufacturer. In case the manufacturer is unable to supply or refuses to supply the equipment as per the work order issued by MP Agro, then in such a case the Work order may be Cancelled and the material can be procured from any other Registered vender and difference amount if any may also be recovered from the original Vendor.

- (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-III**, 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


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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 Managers or District Managers of the Corporation and the 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).
- (i) Compliance of statutory conditions/regulations: The manufacturer shall be bound to follow the statutory conditions/obligations/regulations as issued by the State Government/Central Government or the appropriate authority in the execution of work allotted under this Rate Contract Offer.
- (j) Inclusion of New manufacturer: The M.P. State Agro-Industries Development Corporation Limited shall be at liberty to include any other new manufacturer as per open ended RCO rules at its will. The manufacturers already registered with the Corporation shall not object to the inclusion of any newly registered supplier.
- (k) Rates Revision Clause: The rates of the implements to be supplied are subject to the revision of rates by the appropriate authority. If the rates are changed/revised by the appropriate authority/department of agricultural engineering, the manufacturer shall be bound to follow such revision. Accordingly, if required, margin of The M.P. State Agro-Industries Development Corporation Limited may also change to which the manufacturer shall not object.
- (l) Rates Disparity Clause: If at any stage during the validity of the rate contract/during the term of the agreement, M.P. State Agro-Industries Development Corporation Limited receives the lowest supply rate offer from any other manufacturer (other than the manufacturer who is already supplying the implements), then the corporation shall provide an opportunity to the manufacturer already supplying the materials to supply the implements at the lowest rate offered by other manufacturer. If the manufacturer already supplying implements refuse to supply on the said lowest rate, then the corporation shall be at liberty to take supply from the supplier who quoted lowest rates.
- (m) Margin Enhancement Clause: The corporation reserves its right at any time during the validity of the agreement / Rate Contract to make amendments in the 5% margin of the corporation in the financial interest of the corporation.


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13. WARRANTEE:

The Bidder has to declare minimum 1 Years warrantee or as per Manufacturers/ company Policy whichever is higher for the item supplied by the supplier against any manufacturing defect from the date of Installation. In case of complaint / defect the supplier shall have to arrange repair /replacement within 10 days from the date of receipt of intimation. The Corporation shall have right to recover the cost or expenditure of loss whatsoever, on this account from the future bills of the supplier or from the security deposit or from any other amount due to the supplier or out of the security or any deposit made by the supplier in other Government Organization. **The Corporation can also blacklist the Supplier and debarred the supplier from doing the business with the corporation for 1 to 5 years.**

14. 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.

15. AFTER SALE SERVICE:

a. The company must provide after sales service to the farmers for during warranty period.

b. It shall be the responsibility of the supplier to ensure that necessary spares parts are available to the purchaser/customer of machine/equipments during warranty period and after words also. For this purpose Bidder shall keep necessary stock of such fast/slow moving parts on consignment with this corporation {MP Agro} or their stockiest. Quantity and location of stocking points of such items shall be decided by the Bidder as per advice of Regional Managers of this corporation.

Supplier shall also ensure that proper after sales services are available to the customers.

c. The supplier shall also make arrangements for repair and after sale service required on continuous basis after expiry of the warranty period and shall ensure that the repairs/maintenance cost incurred by the purchaser are minimum.

16. 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.

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.


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17. DEFECTIVE SUPPLIES:

The supplier shall replace the defective material or any other part found defective or prematurely worn out within 7 days within warranty period from the date of sale to the consumer, free of cost. If it is proved that Bidder has intentionally supplied machine/equipments of improper quality or not ready to replace or had not replaced defective machines / equipments during the specified period or in a genuine time period as required minimum, corporation shall be free to black list the Bidder for 1 to 5 years and forfeited the Security Deposits Bidder shall be bound to refund the amount received in lieu of such defective supplies made by the Bidder.

18. PAYMENT:

- (a) The Corporation will make the payment normally within 15 days on payment after satisfactory report duly signed by the consignee/beneficiary with Third Party Inspection Report, and after statutory deduction of taxes and corporation margin.
- (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.

19. PRICE ESCALLATION 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.

20. RANDOM TESTING OF COMPONENTS:

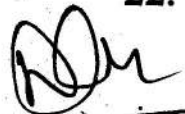
Corporation may select sample by random checking of any or all components of System received at the destination / site and send it to any recognized institute for testing. **The cost of such testing including cost of material shall be borne by the supplier.**

21. 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.

22. 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.**


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23. 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.

24. 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.

25. PURCHASE PREFERENCE:

- (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.

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26. 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.	PERIOD	RATE OF PENALTY IMPOSED
1	1 st to 2 nd week	0.25% per week
2	3 rd to 4th week	0.50% per week
3	in Case the supplier refuse or fails to supply the ordered material	Cancelling the supply order and termination of Agreement and Black listing for 1-5 years

27. CORPORATION AS DEALER:

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

28. ARBITRATION:

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

In case dispute is not settled 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.

Venue of Arbitration shall be Bhopal and shall be governed by Arbitration and Conciliation act, 1996.

29. RCO EVALUATION:

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

30. VALIDITY OF RCO RATES:

The rates finalized against this RCO shall be valid for a period of 3 (three) months from the date of issue of first circular for approved rates. The MP Agro have rights to cancel the approved rates and/or RCO even before completion of its validity period. It will also be at the sole discretion of MP AGRO to extend validity period of prevailing rates until new rates are circulated.

31. MINOR MISTAKES IN RCO: M.P. AGRO may waive any minor nonconformity, or irregularity in a RCO document that does not constitute 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.

32. TRANSFERABILITY:

RCOs are not transferable.

33. (i) RIGHT TO AMEND CONDITIONS:

MP Agro reserves the right to change/amend/modify the conditions, PQR(pre qualification requirement) of Rate Contract Offer/Agreement at any time during the validity of the RCO or the agreement.

(ii) RIGHT TO ACCEPT OR REJECT RATE CONTRACT OFFER:

MP AGRO reserves the right to reject or accept any rate contract 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.

34. 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.

35. INSPECTION FOR QUALITY:

MP AGRO/Director of Horticulture or their authorized representative 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. MP State Agro may discretionally exercise the power to constitute a committee consisting of external subject matter experts for the purposes of inspection of materials supplied by the manufacturer.
- (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.


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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 anything 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 or non Supply or delay in Supply in the Reference of Point no 26.
- (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 CO for the supply
ofconforming 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 Lakh only) shall be paid online 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.

"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.

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



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THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
 "PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL
 Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305

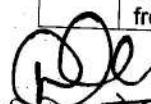
ANNEXURE- X

FINANCIAL BID FORMAT

S.N.	NAME OF IMPLEMENTS	UNIT	HSN CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO (i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
1	Reversible Plough Mechanical 2 Bottom										
2	Reversible Plough Mechanical 3 Bottom										
3	Cultivator Dugfoot 5 Tynes										
4	Cultivator Dugfoot 7 Tynes										
5	Cultivator Chisel Type 7 Tynes										
6	Cultivator Chisel Type 9 Tynes										
7	Cultivator Chisel Type 11 Tynes										
8	Cultivator Chisel Type 13 Tynes										
9	Seed Cum Fertilizer Drill 7 Tynes										
10	Seed Cum Fertilizer Drill 9 Tynes										
11	Seed Cum Fertilizer Drill 11 Tynes										
12	Seed Cum Fertilizer Drill 13 Tynes										
13	Seed Drill Single peti 7 Tynes										
14	Seed Drill Single peti 9 Tynes										
15	Seed Drill Single peti 11 Tynes										
16	Seed Drill Single peti 13 Tynes										
17	Zero Trillage Seed Cum Fertilizer Drill 7 Tynes										
18	Zero Trillage Seed Cum Seed Cum Fertilizer Drill 9 Tynes										
19	Multicrop Planter										
20	Raised Bed Planter 5 Tynes										
21	Raised Bed Planter 7 Tynes										
22	Raised Bed Planter 9 Tynes										

S.n.	NAME OF IMPLEMENTS	UNIT	HSN CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO (i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
23	Raised Bed Planter 11 Tynes										
24	Raised Bed Planter 13 Tynes										
25	Self Propelled Reaper										
26	Tractor Drawn Potato Planter										
27	Tractor Drawn Potato Digger										
28	Tractor Drawn Reaper										
29	Tractor Drawn Reaper cum Binder										
30	Disk Harrow 7 Disk										
31	Disk Harrow 9 Disk										
32	Disk Harrow 11 Disk										
33	Disk Harrow 13 Disk										
34	Leveller										
35	Tractor Operated Post Hole Digger										
36	Tractor Operated Onion Planter										
37	Tractor Operated Onion Harvester										
38	ISI Mark Multi Crop Thresher Tractor Operated from 10 HP and above Chute Type										
39	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Chute Type										
40	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Chute Type										
41	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Chute Type										
42	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Chute Type										
43	ISI Mark Multi Crop Thresher Tractor Operated from 35 HP Chute Type										
44	ISI Mark Multi Crop Thresher Tractor										
45	Operated from 10 HP Hopper Type										
46	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Type										

S.n.	NAME OF IMPLEMENTS	UNIT	HSN CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO(i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
47	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Hopper Type										
48	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Hopper Type										
49	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Hopper Type										
50	ISI Mark Multi Crop Thresher Tractor Operated from 35 Hopper Type										
51	ISI Mark Paddy Thresher Tractor Operated from 10 HP										
52	ISI Mark Paddy Thresher Tractor Operated from 15 HP										
53	ISI Mark Paddy Thresher Tractor Operated from 20 HP										
54	ISI Mark Paddy Thresher Tractor Operated from 25 HP										
55	ISI Mark Paddy Thresher Tractor Operated from 30 HP										
56	ISI Mark Paddy Thresher Tractor Operated from 35 HP										
57	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 10 HP										
58	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 15 HP										
59	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 20 HP										
60	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 25 HP										
61	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 30 HP										


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S.N.	NAME OF IMPLEMENTS	UNIT	HSN CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO(i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
62	ISI Mark Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 35 HP										
63	Tractor Operated ISI Mark Hadamba Cutter Thresher 20 HP										
64	Tractor Operated ISI Mark Hadamba Cutter Thresher 25 HP										
65	Tractor Operated ISI Mark Hadamba Cutter Thresher 30 HP										
66	Tractor Operated ISI Mark Hadamba Cutter Thresher 35 HP										
67	Tested Multi Crop Thresher Tractor Operated from 10 HP and above Chute Type										
68	Tested Multi Crop Thresher Tractor Operated from 15 HP Chute Type										
69	Tested Multi Crop Thresher Tractor Operated from 20 HP Chute Type										
70	Tested Multi Crop Thresher Tractor Operated from 25 HP Chute Type										
71	Tested Multi Crop Thresher Tractor Operated from 30 HP Chute Type										
72	Tested Multi Crop Thresher Tractor Operated from 35 HP Chute Type										
73	Tested Multi Crop Thresher Tractor Operated from 10 HP Hopper Type										
74	Tested Multi Crop Thresher Tractor Operated from 15 HP Hopper Type										
75	Tested Multi Crop Thresher Tractor Operated from 20 HP Hopper Type										
76	Tested Multi Crop Thresher Tractor Operated from 25 HP Hopper Type										


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S.N.	NAME OF IMPLEMENTS	UNIT	HS N CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGIN @ 5% on Basic rate	GST Amount ON AGRO MARGIN on (f)	SELLING RATE OF AGRO (i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
77	Tested Multi Crop Thresher Tractor Operated from 30 HP Hopper Type										
78	Tested Multi Crop Thresher Tractor Operated from 35 HP Hopper Type										
79	Tested Paddy Thresher Tractor Operated from 10 HP										
80	Tested Paddy Thresher Tractor Operated from 20 HP										
81	Tested Paddy Thresher Tractor Operated from 25 HP										
82	Tested Paddy Thresher Tractor Operated from 30 HP										
83	Tested Paddy Thresher Tractor Operated from 35 HP										
84	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 10 HP										
85	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 15 HP										
86	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 20 HP										
87	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 25 HP										
88	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 30 HP										
89	Tested Maize Thresher (Sheller) & Maize cum Dehsker Tractor Operated from 35 HP										
90	Tractor Operated Tested Hadamba Cutter Thresher 20 HP										
91	Tractor Operated Tested Hadamba Cutter Thresher 25 HP										

S.N.	NAME OF IMPLEMENTS	UNIT	HS N CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO (i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
92	Chaff Cutter Tractor Operated With Gear box										
93	Tractor Operated Vegetable Planter										
94	Post Hole Digger										
95	Tractor Operated Rice Transplanter										
96	Tractor Operated Vegetable Planter										

NOTE : BIDDER SHOULD MENTION TECHNICAL SPECIFICATION OF EACH IMPLEMENTS QUOTED BY THEM IN FULL DETAIL SEPRATELY IN ANNEXURE IV.

Seal & signature of the Bidder


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POWER DRAWN IMPLIMENTS											
S.N.	NAME OF IMPLIMENTS	UNIT	HS N CODE	SPECIFICATION	BASIC RATE	GST %	GST Amount	PURCHASE RATE TO MP AGRO (f+h)	AGRO MARGINE @ 5% on Basic rate	GST Amount ON AGRO MARGINE on (f)	SELLING RATE OF AGRO (i+j+k)
a	b	c	d	e	f	g	h	i	j	k	l
97	Reaper Cum Binder										
98	Mulch Lying Machine										
99	Power Weeder up to 9 HP										
100	Power Tiller above 9 H.P.										
101	Mechanical Trolley										
102	Hydraulic Trolley										
103	Chaff Cutter Motor Operated With Gear box and Electric Moter										
104	Chaff Cutter Motor Operated With Gear box Without Moter										
105	Multi Crop Thresher Chute Type Moter Operated from 5 HP										
106	Multi Crop Thresher Chute Type Moter Operated from 7.50 HP										
107	Seed Grader Motor operated										
108	Power Operated Pruning Machine										
109	Plant Trimmer										
110	Power Operated Horticulture Tools For Pruning										
111	Power Operated Horticulture Tools For Budding										
112	Power Operated Horticulture Tools For Grading										
113	Power Operated Horticulture Tools For Shearing										

NOTE : BIDDER SHOULD MENTION TECHNICAL SPECIFICATION OF EACH IMPLIMENTS QUOTED BY THEM IN FULL DETAIL SEPRATELY IN ANNEXURE IV.



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**Seal & signature
of the Bidder**

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"



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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
..... 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: -


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- 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

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

For
M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LTD

Signature with Office Seal

MANAGER MARKETING

Witnesses

1.

2.



सिद्धि महाराजकर
प्रबंधक ()

FORMAT FOR C.A. CERTIFICATE FOR TURN OVER

We have verified the books of accounts and other relevant records of M/s -----

----- Based on my verification and as per the information and explanation given to us, we certify financial turnover Fabrication Items of M/s -----
- as under :-

Year	Turnover Rs In Lakhs
Financial Year 2021-22	
Financial Year 2022-23	
Financial Year 2023-24	
Total	

Place :

Date :

For
Chartered Accountant
Seal and Signature
UDIN No.

(to be submitted on CA's letter head)


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