

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.comWEBSITE: www.mpagro.org

# RCO DOCUMENT

FOR SUPPLY OF ISI MARKED
AND TESTED
TRACTOR/POWER DRIVEN
AGRICULTURAL EQUIPMENT &
SELF PROPELLED
AGRICULTURAL MACHINARY
FOR THE YEAR 2025-26

**DUE ON 20.11.2025** 

#### RCO DOCUMENT FEES

Rs. 10000 + 1800 (18%GST) = 11800 (Eleven Thousand Eight Hundred Only) Shall be paid Online.



"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL Phone (0755) - 2551652, 2551756, 2551807, Fax: 0755-2557305

### LIST OF ANNEXURE OF RATE CONTRACT BID DOCUMENT

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

HO: MKTG/T.D. IMP /2025-26/2857 Dated: 28/10/2025

#### RCO NOTICE

Online Rate Contract offer (RCO) are invited for supply of **ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY** for the year 2025-26 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	Last Date to	EMD
		Document	Submit	
01.	ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY	10000 + 1800 (18% GST) = 11800	20.11.2025	1,00,000/-

- 1- **MSME & STARTUP** Entrepreneurs of Madhya Pradesh are Exempted for EMD. But the Successful Bidder Must have to Submit Rs 100000/- as a Security Deposit at the time of Agreement with Corporation.
- 2- **MSME and, STARTUP** Belongs Out of Madhya Pradesh Must have to Deposit Rs 100000/- as Earnest Money Deposit Otherwise Their Offer will be Reject.

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

MANAGER (MKTG)



"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.

- 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 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.
- 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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#### TITLE, TIME SCHEDULE, RCOFEE&EMD

#### $(A) \quad \underline{TITLE:}$

ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY.

#### (B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of RCO	upto 2.00 PM	20.11.2025
PRE BID MEETING	At 12.30 PM	06.11.2025
Date of inclusion of the suggestions		07.11.2025
of Pre-bid meeting in RCO	upto 04.00 PM	
Last date of submission	upto 04.00 PM	20.11.2025
Opening of technical bid	upto 03.00 PM	21.11.2025

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 MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY to be deposited <i>online</i> through www.mptenders.gov.in.

#### NO EXEMPATATION IS APPLICABLE FOR RCO DOCUMENT FEE

- 1- **MSME & STARTUP** Entrepreneurs of Madhya Pradesh are Exempted for EMD. But the Successful Bidder Must have to Submit Rs 100000/- as a Security Deposit at the time of Agreement with Corporation.
- 2- **MSME and, STARTUP** Belongs Out of Madhya Pradesh Must have to Deposit Rs 100000/- as Earnest Money Deposit Otherwise Their Offer will be Reject.

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



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# ELIGIBILITY OF BIDDER & DETAILS OF ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY

S.N.	ELIGIBILITY	DOCUMENT TO BE UPLOADED
1	RCO documents (Page 1 to 42)	Bidder Should Submit RCO documents duly signed on each page with office seal affixed.
2	Bidder should be manufacturer for the RCO items	Bidder Should Submit Certificate from Industry department / District Industrial Centre (DIC)/Single Point Registration Certificate of NSIC/UDYAM Registration Certificate issued by Ministry of Micro Medium & Small Enterprises showing name/Category of equipment specifically.
		Note- In the document it should be clearly mention the manufacturer of agriculture machinery.
3	The Total Cumulative Turnover of the Bidder for the Last Three financial Years i.e. 2022-23, 2023-24 and 2024-25 should not less than be 4 (Four) crorer.  I- Start-up and MSME of M.P. will get relaxation of Rs/- 2 corer in RCO Items Turn over.	Bidder Should Submit 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).
5	Bidder should have valid Registration Certificate issued by the Director, Agriculture Engineering, Govt of MP.	Bidder Should Submit Valid Registration Certificate with rate list of implements and their detailed Specifications issued by the Directorate of Agriculture Engineering, MP for all the items for which RCO is being submitted. The detailed specification of the Implements registered in Agriculture Engineering should be verified by the Authorized officer of the Agriculture Engineering Department.
6	Valid BIS Certificate	Bidder Should Submit a valid certificate issued by the Bureau of Indian Standards For only ISI MARKED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELFPROPELLED AGRICULTURAL MACHINARY.
7	Valid Test Report	Bidder Should Submit valid Test Report from recognized institute for TESTED TRACTOR/ POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY

<b>S.N.</b>	ELIGIBILITY  Other necessary requirements for eligibility shall be as mentioned in Rate Contract BID document	<ul> <li>DOCUMENT TO BE UPLOADED</li> <li>Application form duly filled as par Annex - VII</li> <li>Valid proof of authority to signing the document in case of Partnership Firm and Limited Firm Annex - XIII</li> <li>GST Registration certificate</li> <li>Affidavit from the Bidder that their firm is not blacklisted any Govt. organization, semi Govt. organization or any corporation at present Anex - XI</li> <li>Letter of Undertaking &amp; Declaration on 500 Rs Stamp Paper Anex - IX</li> <li>Warrantee Scheduled as per Manufacturer Company Policy on the company letterhead</li> </ul>
9	Sole Distributer or Dealer Certificate and undertaking	If company wants to do business through Single Sole Distributer/Dealer for the entire Madhya Pradesh than the company will have to give undertaking Annex- XV and Certificate for Sole Distributer/Dealer.
10	Distributer or Dealer Certificate and undertaking	If company wants to do business through Distributer/Dealer than the company will have to Provide undertaking AnnexXV and District wise List of Distributer/Dealer.
11	List of Items applied without Rate.	Bidder should submit List of items applied for without Rate.

# MANDATORY DOCUMENTS TO BE UPLOADED FOR ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY

- (i) Bidder should submit RCO documents duly signed on each page with office seal affixed. (Page 01 to 42)
- (ii) Bidder should submit valid manufacturing license/Registration from the competent Authority for manufacturing of ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY 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/Category of equipment specifically.
- (iii) Bidder should Submit List of items applied for without Rate.
- (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 MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY
- (v) Bidder Should Submit Valid Registration Certificate with rate list of implements and their detailed Specifications issued by the Directorate of Agriculture Engineering for all the items for which RCO is being submitted. The detailed specification of the Implements registered in Agriculture Engineering should be verified by the Authorized officer of the Agriculture Engineering Department.
- (vi) Bidder should submit a valid BIS Certificate issued by the Bureau of Indian Standards For only ISI MARKED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY
- (vii) Bidder should Submit a valid Test Report from Govt recognized institute for TESTED TRACTOR / POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY.
- (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 is not blacklisted by any Govt. organization, semi Govt. organization or any corporation at Presentt 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
- (xiv) If company wants to do business through Single Sole Distributer/Dealer for the entire Madhya Pradesh than the company will have to give undertaking Annex- XV and Certificate for Sole Distributer/Dealer.

### **DETAILS OF TRACTOR/POWER DRAWN IMPLEMENTS:**

S.N.	ISI MARKED / TESTED TRACTOR DRIVEN AGRICULTURAL EQUIPMENT	
1	Reversible Plough Mechanical 2 Bottom	
2	Reversible Plough Mechanical 3 Bottom	
3	Reversible Plough Hydraulic 2 Bottom	
4	Reversible Plough Hydraulic 3 Bottom	
5	Cultivator Dugfoot 5 Tynes	
6	Cultivator Dugfoot 7 Tynes	
7	Cultivator Chisel Type 7 Tynes	
8	Cultivator Chisel Type 9 Tynes	
9	Cultivator Chisel Type 11 Tynes	
10	Cultivator Chisel Type 13 Tynes	
11	Seed Cum Fertilizer Drill 7 Tynes	
12	Seed Cum Fertilizer Drill 9 Tynes	
13	Seed Cum Fertilizer Drill 11 Tynes	
14	Seed Cum Fertilizer Drill 13 Tynes	
15	Seed Drill Single peti 7 Tynes	
16	Seed Drill Single peti 9 Tynes	
17	Seed Drill Single peti 11 Tynes	
18	Seed Drill Single peti 13 Tynes	
19	Zero Trillage Seed Cum Fertilizer Drill 7 Tynes	
20	Zero Trillage Seed Cum Fertilizer Drill 9 Tynes	
21	Zero Trillage Seed Cum Fertilizer Drill 11 Tynes	
22	Zero Trillage Seed Cum Fertilizer Drill 13 Tynes	
23	Raised Bed Planter 5 Tynes	
24	Raised Bed Planter 7 Tynes	
25	Raised Bed Planter 9 Tynes	
26	Raised Bed Planter 11 Tynes	
27	Raised Bed Planter 13 Tynes	
28	Self Propelled Reaper	
29	Happy Seeder	
30	Super Seeder	
31	Tractor Drawn Potato Planter	
32	Tractor Drawn Potato Digger	
33	Tractor Drawn Reaper cum Binder	
34	Disk Harrow 7 Disk	
35	Disk Harrow 9 Disk	
36	Disk Harrow 11 Disk	
37	Disk Harrow 13 Disk	
38	Tractor Operated Leveler	

S.N.	ISI MARKED / TESTED TRACTOR DRIVEN AGRICULTURAL EQUIPMENT
39	Tractor Operated Post Hole Digger
40	Tractor Operated Onion Planter
41	Tractor Operated Onion Harvester
42	Tractor Operated Garlic Planter
43	Tractor Operated Garlic Digger
44	Tractor Mounted Cage wheel
45	Tractor Mounted Aero-blast Sprayer
46	Tractor Operated Ridger
47	Tractor Operated Weed Slasher
48	Tractor Mounted Laser Land Leveler
49	Tractor Operated Front Mounted Reaper
50	Tractor Mounted Multi Crop Planter
51	Tractor Mounted pneumatic Vegetable Transplanter
52	Tractor Mounted pneumatic Vegetable Seeder
53	Tractor Operated Rotavator
54	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 10 HP and above Chute
55	Type   ISI Mark /Tested Multi Crop Thresher Tractor Operated from 15 HP Chute Type
56	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 20 HP Chute Type
57	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 25 HP Chute Type
58	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 30 HP Chute Type
59	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 35 HP Chute Type
60	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 10 HP Hopper Type
61	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 15 HP Hopper Type
62	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 20 HP Hopper Type
63	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 25 HP Hopper Type
64	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 30 HP Hopper Type
65	ISI Mark /Tested Multi Crop Thresher Tractor Operated from 35 Hopper Type
66	Tractor Operated ISI Mark Hadamba Cutter Thresher 20 HP
67	Tractor Operated ISI Mark /Tested Hadamba Cutter Thresher 25 HP
68	Tractor Operated ISI Mark /Tested Hadamba Cutter Thresher 30 HP
69	Tractor Operated ISI Mark /Tested Hadamba Cutter Thresher 35 HP
70	Chaff Cutter Tractor Operated With Gear box
71	Tractor Operated Post Hole Digger
72	Tractor Operated Rice Transplanter
73	Tractor Operated Straw Reaper
74	Tractor Operated Shredder/Mulcher
, →	1

S.N.	ISI MARKED / TESTED POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY
75	Reaper Cum Binder
76	Mulch Lying Machine
77	Power Weeder up to 9 HP
88	Power Tiller above 9 H.P.
79	Mechanical Trolley
80	Hydraulic Trolley
81	Chaff Cutter Motor Operated With Gear box and Electric Moter
82	Chaff Cutter Motor Operated With Gear box Without Moter
83	Seed Grader Motor operated
84	Power Operated Fruit Plucker
85	Power Operated Tree Pruner
86	Power Operated Fruit Harvester
87	Power Operated Fruit Grader
88	Nursery Media Filling Machine
89	Multipurpose Hydraulic System
90	Power operated Tree Budding Machine
91	Power operated Reaper Machine
92	Self Propelled Rice Transplanter
93	Brush Cutter Power operated
94	Earth Auger
95	Chain Saw

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

Seal & signature of the Bidder

#### **APPLICATION FORM**

То

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

Sub:- RCO Document for supply ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY

Dear Sir,

Kindly accept our application for RCO Document for supply of ISI MARKED AND TESTED TRACTOR/POWER DRIVEN AGRICULTURAL EQUIPMENT & SELF PROPELLED AGRICULTURAL MACHINARY 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	3.
	b) Is partnership deed registered If yes	Yes /	No		
	then date of registration (attach copy of	Date			
	deed)				
	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 ContactPerson,				
6.	Name of Person Singing the RCO	no	BIS	License No	Date of
	(In Case Of Authorized Person Specific				Validity
	Power of Attorney has to be submitted)				
7	Details of BIS license obtained	_			
8	Details of Turnover for last Three financial		Year	Total Ti	ırn Over
	years for item quoted (Rs in Lakhs)	2022-23			
			023-24		
			024-25		
		4	04 1 40	ı	

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



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

#### **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.
- **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.

**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 & QUOATING RATES BY BIDDER:

- (i) MP AGRO will buy material for onward sale to various Govt. Deptt. & farmers as per demand/requirement. It is herby 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.

(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 oris 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 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. The Technical Specifications of Implements Like Length ,Wirth, Weight Drawing Design of different manufacturers are different so that Technical Specifications will be accept as it is given by the manufacturer

#### 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/ debared 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 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) <u>Transit Insurance</u>: 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 (RRTPND).
- (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.

#### 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.
- (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.

#### 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.** 

#### 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)
- (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.

#### 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. PRRICE FALL CLASS:

The Suppliers should quote the rates which are Equivalent to the Market Rates/rates Registered in Agriculture Engineering Portal. if in future it is found that the Selling rates are lower in the market or other organization or in Agriculture Engineering Portal than the same rate will be considered, applicable on all the material supplied by the supplier from the date of contact with the corporation till the said situation is proved and the difference amount will be recovered from the pending due bills of the supplier also the corporation will be free to cancel the contract of the supplier for which the supplier himself will be responsible

#### 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.

#### 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
  - procurement process or in Contract execution; and
    "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)

#### LETTER OF UNDERTAKING AND DECLARATION

Wehereby submit RCO 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 ATHURITY

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



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

#### FINANCIAL BID FORMAT

ISI MARKED / TESTED TRACTOR DRIVEN AGRICULTURAL EQUIPMENT

S.N.	NAME OF IMPLEMENTS	UNI T	HSN CODE	SPECIFI- CATION	BASIC RATE	GST %	GST Amount	PURCHASE	AGRO MARGI NE @ 5% on Basic rate	GST Amou nt ON AGRO MAR GINE	SELLIN G RATE OF AGRO(i +j+k)
										on (f)	
а	b	С	d	е	f	g	h	i	j	k	I
1	Reversible Plough Mechanical 2 Bottom										
2	Reversible Plough Mechanical 3 Bottom										
3	Reversible Plough Hydraulic 2 Bottom										
4	Reversible Plough Hydraulic 3 Bottom										
5	Cultivator Dugfoot 5 Tynes										
6	Cultivator Dugfoot 7 Tynes										
7	Cultivator Chisel Type 7 Tynes										
8	Cultivator Chisel Type 9 Tynes										
9	Cultivator Chisel Type 11 Tynes										
10	Cultivator Chisel Type 13 Tynes										
11	Seed Cum Fertilizer Drill 7 Tynes										
12	Seed Cum Fertilizer Drill 9 Tynes										
13	Seed Cum Fertilizer Drill 11 Tynes										
14	Seed Cum Fertilizer Drill 13 Tynes										
15	Seed Drill Single peti 7 Tynes										
16	Seed Drill Single peti 9 Tynes										
17	Seed Drill Single peti 11 Tynes										
18	Seed Drill Single peti 13 Tynes										
19	Zero Trillage Seed Cum Fertilizer Drill 7 Tynes										
20	Zero Trillage Seed Cum Seed Cum Fertilizer Drill 9 Tynes										
21	Zero Trillage Seed Cum Seed Cum Fertilizer Drill 11 Tynes										
22	Zero Trillage Seed Cum Seed Cum Fertilizer Drill 13 Tynes										

S.n.	NAME OF IMPLEMENTS	UNI T	HSN CODE	SPECIFI- CATION	BASIC RATE	GST %	GST Amount	MP AGRO (f+h)	AGRO MARGI NE @ 5% on Basic rate	GST Amou nt ON AGRO MAR GINE on (f)	SELLING RATE OF AGRO(i +j+k)
а	b	С	d	е	f	g	h	i	j	k	I
23	Raised Bed Planter 5 Tynes										
24	Raised Bed Planter 7 Tynes										
25	Raised Bed Planter 9 Tynes										
26	Raised Bed Planter 11 Tynes										
27	Raised Bed Planter 13 Tynes										
28	Self Propelled Reaper										
29	Happy Seeder										
30	Super Seeder										
31	Tractor Drawn Potato Planter										
32	Tractor Drawn Potato Digger										
33	Tractor Drawn Reaper cum Binder										
34	Disk Harrow 7 Disk										
35	Disk Harrow 9 Disk										
36	Disk Harrow 11 Disk										
37	Disk Harrow 13 Disk										
38	Tractor Drawn Leveller										

S.n.	NAME OF IMPLEMENTS	UNI T	HSN CODE	SPECIFI- CATION	BASIC RATE	GST %	GST Amount	MP AGRO (f+h)	AGRO MARGI NE @ 5% on Basic rate	GST Amou nt ON AGRO MAR GINE on (f)	SELLING RATE OF AGRO(i +j+k)
а	b	С	d	е	f	g	h	i	j	k	I
39	Tractor Operated Post Hole Digger										
40	Tractor Operated Onion Planter										
41	Tractor Operated Onion Harvester										
42	Tractor Operated Garlic Planter										
43	Tractor Operated Garlic Digger										
44	Tractor Mounted Cage Wheel										
45	Tractor Operated Aero Blast Sprayer										
46	Tractor Operated Ridger										
47	Tractor Operated Weed Slasher										
48	Tractor Mounted Ladser Land Leveler										

S.n.	NAME OF IMPLEMENTS	UNI T	HSN CODE	SPECIFI- CATION	BASIC RATE	GST %	GST Amount	MP AGRO (f+h)	AGRO MARGI NE @ 5% on Basic rate	GST Amou nt ON AGRO MAR GINE on (f)	SELLING RATE OF AGRO(i +j+k)
а	b	С	d	е	f	g	h	i	j	k	I
49	Tractor Front Mounted Reaper										
50	Tractor Mounted Multi Crop Planter										
51	Tractor Mounted Pneumatic Vegetable Transplanter										
52	Tractor Mounted Pneumatic Vegetable Seeder										
53	Tractor Operated										
	Rotavator										
54	ISI Mark Multi Crop Thresher Tractor Operated from 10 HP and above Chute Type										
55	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Chute Type										
56	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Chute Type										
57	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Chute Type										
58	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Chute Type										
59	ISI Mark Multi Crop Thresher Tractor Operated from 35 HP Chute Type										

S.n.	NAME OF IMPLEMENTS	UNI T	HSN CODE	SPECIFI- CATION	BASIC RATE	GST %	GST Amount	MP AGRO (f+h)	AGRO MARGI NE @ 5% on Basic rate	GST Amou nt ON AGRO MAR GINE on (f)	SELLIN G RATE OF AGRO(i +j+k)
а	b	С	d	е	f	g	h	i	j	k	I
60	ISI Mark Multi Crop Thresher Tractor Operated 10 HP Hopper Type										
61	ISI Mark Multi Crop Thresher Tractor Operated from 15 HP Hopper Type										
62	ISI Mark Multi Crop Thresher Tractor Operated from 20 HP Hopper Type										
63	ISI Mark Multi Crop Thresher Tractor Operated from 25 HP Hopper Type										
64	ISI Mark Multi Crop Thresher Tractor Operated from 30 HP Hopper Type										
65	ISI Mark Multi Crop Thresher Tractor Operated from 35 Hopper Type										
66	Tractor Operated ISI Mark Hadamba Cutter Thresher 20 HP										
67	Tractor Operated ISI Mark Hadamba Cutter Thresher 25 HP										
68	Tractor Operated ISI Mark Hadamba Cutter Thresher 30 HP										
69	Tractor Operated ISI Mark Hadamba Cutter Thresher 35 HP Tested Multi Crop										
70	Thresher Tractor Operated from 10 HP and above Chute Type										
71	Tested Multi Crop Thresher Tractor Operated from 15 HP Chute Type										
72	Tested Multi Crop Thresher Tractor Operated from 20 HP Chute Type										
73	Tested Multi Crop Thresher Tractor Operated from 25 HP Chute Type										
74	Tested Multi Crop Thresher Tractor Operated from 30 HP Chute Type										
75	Tested Multi Crop Thresher Tractor Operated from 35 HP Chute Type										

70	Tested Multi Crop						
76	Thresher Tractor						
	Operated from 10 HP						
	Hopper Type						
	Tested Multi Crop						
77	Thresher Tractor						
	Operated from 15 HP						
	Hopper Type						
	Tested Multi Crop						
78	Thresher Tractor						
	Operated from 20 HP						
	Hopper Type						
	Tested Multi Crop						
79	Thresher Tractor						
	Operated from 25 HP						
	Hopper Type						
00	Tested Multi Crop						
80	Thresher Tractor						
	Operated from 30 HP						
	Hopper Type					 	 
81	Tested Multi Crop						
01	Thresher Tractor						
	Operated from 35 HP						
	Hopper Type						
82	Tractor Operated						
52	Tested Hadamba						
	Cutter Thresher 20 HP						
83	Tractor Operated						
	Tested Hadamba						
	Cutter Thresher 25 HP						
84	Tractor Operated						
-	Tested Hadamba						
	Cutter Thresher 30 HP						
85	Tractor Operated Tested Hadamba						
	Cutter Thresher 35 HP						
	Chaff Cutter Tractor						
	Operated With Gear						
86	box						
	= 211						
					 <u></u>	 	 <u> </u>
0.7	Tractor Operated Post						 -
87	Hole Digger						
	-						
$\vdash$	Tractor Onesets - Ote-						
88	Tractor Operated Straw						
	Reaper						
00	Tractor Operated						
89	Shredder/Mulcher				 		 
			L				

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

191 1	MARKED / TESTE	ED PO		DRIVEN GRICUL1					T & SE	LF PROP	ELLED
S.N.	NAME OF IMPLEMENTS	UNI T	HS N CO DE	SPECI- FICATIO N	BASIC RATE	GS T %	GST Amo unt	PURCHA SE RATE TO MP AGRO (f+h)	AGRO MARG INE @ 5% on Basic rate	GST Amount ON AGRO MARGI NE on (f)	SELLIN G RATE OF AGRO( i+j+k)
а	b	С	d	е	f	g	h	i	j	k	I
90	Reaper Cum Binder										
91	Mulch Lying Machine										
92	Power Weeder up to 9 HP										
93	Power Tiller above 9 HP										
94	Mechanical Trolley										
95	Hydraulic Trolley										
96	Chaff Cutter Motor Operated With Gear box and Electric Moter										

S.N.	NAME OF IMPLEMENTS	UNI T	HS N CO DE	SPECI- FICATIO N	BASIC RATE	GS T %	GST Amo unt	PURCHA SE RATE TO MP AGRO (f+h)	AGRO MARG INE @ 5% on Basic rate	GST Amount ON AGRO MARGI NE on (f)	SELLIN G RATE OF AGRO( i+j+k)
а	b	С	d	е	f	g	h	i	j	k	I
97	Chaff Cutter Motor Operated With Gear box Without Moter										
98	Seed Grader Motor operated										
99	Power Operated Fruit Plucker										
100	Power Operated Tree Pruner										
101	Power Operated Fruit Harvester										
102	Power Operated Fruit Grader										
103	Nursery Media Filling Machine										

S.N.	NAME OF IMPLEMENTS	UNI T	HS N CO DE	SPECI- FICATIO N	BASIC RATE	GS T %	GST Amo unt	PURCHA SE RATE TO MP AGRO (f+h)	AGRO MARG INE @ 5% on Basic rate	GST Amount ON AGRO MARGI NE on (f)	SELLIN G RATE OF AGRO( i+j+k)
а	b	С	d	е	f	g	h	i	j	k	I
103	Multipurpose Hydraulic System										
104	Power operated Tree Budding Machine										
105	Power operated Reaper Machine										
106	Self Propelled Rice Transplanter Walk Behind Type 4 Rows										
107	Self Propelled Rice Transplanter 4 - 8 Rows Riding Type										
108	Self Propelled Rice Transplanter above 8 Rows Riding Type										
109	Earth Auger										
110	Chain Saw										

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

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 not placed in
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"

### **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. hereinafte	er referred to as
'Corporation' which expression shall unless repugnant to the con-	itext or meaning
there of include its successors and assigns on the one part.	
AND	
M/s having its office at	
acting through	h its
(hereinafter referred to as the S	Supplier which
expression unless repugnant to the context and meaning there	e of includes its
assigns, successors and administrations on the other part.	
WHEREAS the Corporation invited Rate Contract RCO for suppl	nvisaged in the
AND WHEREAS the supplier has accepted each and every term contained in the Rate Contract RCO Document, while submittin supplier has agreed to supply of quality materials and consignment basis on the terms and conditions of this agreement.	ng his RCO. The equipments on
AND WHEREAS the Corporation accepted the RCO submitted vide its letter of acceptance no datedi of the mutual premises and undertakings hereinafter specified good and valuable consideration this agreement witness and is he the conditions of the RCO and the following documents sha constructed a part of the Agreement Deed: -	in consideration d and for other aereby agreed on

----2

:: 02 ::

a) The terms & conditions of the Rate Contract Doc
--

- 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	DY. MANAGER MARKETING
Witnesses	
1.	

2.

### FORMAT FOR SIGNING AUTHORITY ON THE FIRMS LETTER HEAD

To, The Manager, M.P.S.A.I.D.C, IIIrd Floor, Panchanan Bhavan, Malviyia Nagar, Bhopal.	
Sub: Regarding signing authority.	
	4
I/Wecapacity of Proprietor/ Partner/ Board of Director	o .
having office at	hereby authorise our
employee named Shri	nolding the position of
to sign in the RCO and related document	on behalf of the firm.
Signing person on the document Name:	
Designation and Seal.	
Attested and authorised by :-	
Proprietor/ Partner/ Board of Director.	
Name :- Designation and Seal	Seal of the Firm

### 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 ver	rification and as per the information and
explanation given to us.	, we certify financial turnover of M/s
•	as under :-
	43 342462 )
Year	Turnover Rs In Lakhs
Financial Year 2022-23	
Financial Year 2023-24	
Financial Year 2024-25	
Total	
	For
	Charted Accountant Seal and Signature
Place:	UDIN No.
Date:	

(to be submitted on CA's letter head)

# LETTER OF UNDERTAKING FOR SOLE DEALER/ SOLE DISTRIBUTER OR DEALER/DISTRIBUTER

we
hereby
certified that
M/s
is our single sole/ authorized
dealer/ authorized distributer for the supply of ISI MARKED TRACTOR/POWER
DRIVEN AGRICULTURAL EQUIPMENT & SELFPROPELLED AGRICULTURAL
MACHINARY in all over Madhya Pradesh.
We undertake that M/s
is authorized to supply such quantities of material as per Specification as
mentioned in RCO, and make Bills/Invoices to M.P. Agro, and take payment from
the corporation, give after sales services on the behalf of company. If any dispute
arises the entire responsibility in such situation will be of the company.
N
Name:
Designation:
(Signature with Office Seal)
Witness: 1.
2.

Note: This Letter is to be submitted on non judicial stamp of Rs 500.00 by

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the company/manufacturer.