



**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](mailto:mpagrohobpl@gmail.com) WEBSITE: [www.mpagro.org](http://www.mpagro.org)

# **ONLINE TENDER DOCUMENT**

**FOR SUPPLY OF TRACTOR/POWER  
DRAWN AGRICULTURE IMPLIMENTS  
FOR THE YEAR 2020-21**

**DUE ON 18.11.2020**

**TENDER DOCUMENT FEES**

**Rs. 4000 + 720 (18%GST) = 4720**

***(Four Thousand Seven Hundred Twenty Only) Shall be paid online.***



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

**"PANCHANAN" 3rd FLOOR, MALVIYA NAGAR, BHOPAL**

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

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## **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. IMPLIMENTS/2020/

Dated: 24.10.2020

### **E - TENDER NOTICE**

Online TENDER are invited for supply of FOR SUPPLY OF TRACTOR/POWER DRAWN AGRICULTURE IMPLIMENTS FOR THE YEAR 2020-21

Manufacturer of these items may participate in the TENDER on the basis of Eligibility Criteria mentioned in the documents.

TENDER documents can be purchased by paying TENDER fee Rs. 4000 + 720 (18% GST) = 4720 (Four Thousand Seven Hundred Twenty Only) each online upto 18.11.2020 (2.00 PM). Quantities of implement and EMD against each implement is given below :-

S.N.	NAME OF ITEM	TOTAL QNTY.	EMD (Rs.)	Last Date to Submit
01.	Cultivator Rigid Tyne Reversible Type (11 Tynes)	35	50000.00	<b>18.11.2020</b>
	Cultivator Duckfoot Type (7 Tynes)	25		
	Cultivator Spring Loaded Rigid Tyne (11 Tynes)	05		
02.	Super Seeder	20	50000.00	
03.	Reaper Binder	48	400000.00	
04.	Laser Land Leveler	25	200000.00	
05.	Shredder	10	30000.00	
06.	Power Harrow	10	30000.00	
07.	Power Sprayer	14	30000.00	

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

**DY. GENERAL MANAGER (MKTG)**



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

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

**DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION**

**A. DISCLAIMER:**

1. The information contained in this TENDER 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 TENDER 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 TENDER Document.
3. Prospective Bidder's access to it does not imply a license to reproduce and / or distribute information contained therein and Bidder not allowed to any such act without the prior approval of MP AGRO.
4. In case any Prospective Bidder finds any discrepancy or omission in the any part of the TENDER Document/or he has any doubt to their meaning, he should notify the MP AGRO minimum 5 days prior to TENDER opening date. MP AGRO may clarify and send instruction to all bidders for correction through portal / Website, if necessary. It however, does not entitle the bidder to seek any extension of TENDER opening date.
5. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the TENDER and All bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. The submission of the TENDER will be deemed to imply that the Bidder fully understands the scope of work involved and has read and understood all conditions of the TENDER document and his liabilities and responsibilities in respect of the TENDER.
7. Information received against any discrepancy (up to due date and time as mentioned above) will be examined and, if any amendments required same will be uploaded as Corrigendum with TENDER document. If no amendments are required the Bidder will have no right to raise objection.
8. The Corporation reserves the right to reject any or all of the TENDER submitted in response to this TENDER at any stage without assigning any reasons whatsoever.
9. The Corporation reserves the right to change any or all of the provisions of this TENDER. 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 TENDER 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. TENDER means - Rate Contract Offer
08. DOH means - Director of Horticulture, Govt. of MP
09. "Contract" means and includes the invitation to TENDER, instructions to Bidder, TENDER, acceptance of TENDER, Conditions to Contract, particulars and the other conditions specified in the acceptance of TENDER 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/Director Agri. Engg.
12. "The Purchaser" means the MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED, (MP AGRO).
13. "Materials" means the goods specified in the contract which the Supplier has agreed to supply under the contract;
14. "Test" means such test as is prescribed by the particulars or considered necessary by the MP AGRO/Director of Horticulture performed or made by the inspecting agency acting under an order issued by MP AGRO/Director of Horticulture/Director Agri. Engg.
15. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1872 (as amended), as the case may be.

16. Contract shall be governed by the Laws of India for time being in force.
17. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
18. The Courts of the place from where the acceptance of the TENDER 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 TENDER 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 TENDER shall be address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to MP AGRO. The Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.



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**TITLE, TIME SCHEDULE, TENDER FEE & EMD**

**(A) TITLE:**

TENDER FOR SUPPLY OF TRACTOR/POWER DRAWN AGRICULTURE IMPLIMENTS FOR THE YEAR 2020-21

**(B) TIME SCHEDULE:**

Stages of Bidding	Scheduled time	Scheduled Date
Purchase of TENDER	upto 12.00 PM	<b>18.11.2020</b>
Last date of submission	upto 02.00 PM	<b>18.11.2020</b>
Opening of technical bid	upto 03.00 PM	<b>19.11.2020</b>
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.mptender.gov.in](http://www.mptender.gov.in)

**(C) TENDER FEE & EMD:**

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

<b>TENDER FEE</b>	<i>Rs. 4000 + 720 (18%GST) = 4720 (Four Thousand Seven Hundred Twenty Only) Shall be paid online. (Non Refundable)</i>	
<b>EMD</b> <i>(Shall be paid online)</i>	Cultivator	Rs. 50000.00
	Super Seeder	Rs. 50000.00
	Reaper Cum Binder	Rs. 400000.00
	Laser Land Leveller	Rs. 200000.00
	Shredder	Rs. 30000.00
	Power Harrow	Rs. 30000.00
	Power Sprayer	Rs. 30000.00
<b>NO EXEMPATATION IS APPLICABLE FOR TENDER DOCUMENT FEE AND EMD</b>		

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





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**ELIGIBILITY OF BIDDER, QUANTITIES & TECHNICAL SPECIFICATIONS OF ITEM**

**ELIGIBILITY :**

- (i) Bidder must be Original manufacturer for the Agricultural item having Manufacturing License from State Industry department/District Industrial Center Govt. of M.P.
- (ii) Bidder should have valid Registration with Director Agricultural Engineering MP Bhopal for the Tendered Item.
- (iii) Bidder should have Test Report from recognized institute by Govt. of India for the items for which TENDER is submitted.
- (iv) Other necessary requirements for eligibility shall be as mentioned in TENDER document

**DETAILS OF IMPLEMENTS :**

The Bidder may offer rates for the following implements:-

S.N.	NAME OF ITEM	TOTAL QNTY.	EMD (Rs.)
01.	Cultivator	65	<b>50000.00</b>
02.	Super Seeder	20	<b>50000.00</b>
03.	Reaper Cum Binder	48	<b>400000.00</b>
04.	Laser Land Leveller	25	<b>200000.00</b>
05.	Shredder	10	<b>30000.00</b>
06.	Power Harrow	10	<b>30000.00</b>
07.	Power Sprayer	14	<b>30000.00</b>

**NOTE : TECHNICAL SPECIFICATION ATTACHED**

# Technical Specification of Implements and Machines

Sno	Name of Implement	Specification	Value
1	(i) Cultivator	Type	Tractor Mounted rigid tyne (Adjustable row spacing)
		Furrow opener	11 Nos shovel reversible type
		Weight	250 kg
	(ii) Cultivator	Type	Tractor Mounted rigid tyne (Adjustable row spacing)
		Furrow opener	7 Nos duckfoot type
		Weight	275 kg (min.)
	(iii) Cultivator	Type	Tractor Mounted type, Spring loaded (Adjustable row spacing)
		Furrow opener	11 Nos reversible type
		Row spacing	Adjustable
		No of springs/tyne	2
2	Super Seeder	Type	Tractor mounted PTO driven double box
		Seed Cum Fertilizer Unit	
		Rows	11 nos. (min.)
		Rotor unit	
		No. of blades	48 (min.)
		Weight	925 kg. (min.)
3	Reaper Cum Binder	Type	Self propelled with sitting arrangement
		No of wheels	4
		Suitably for type of crops	wheat and paddy
4	Laser Land Leveller	Type	Tractor Mounted type
		Grade	Dual grade
		Range	500 m radius (min.)
		Control Panel	control box with toggle switch
		Bucket Weight	800 kg (min.)
5	Shredder	Type	Tractor mounted PTO driven, Rotary type
		Working width	1.75 m (min.)
6	Power Harrow	Type	Tractor Mounted PTO driven
		Working width	1500 mm and above
		Blade	12 nos. (min.)

Sno	Name of Implement	Specification	Value
11	Power Sprayer	Type	Tractor Operated (Tank and pump mounting)
		Pump	HTP 3 piston pump with output capacity 30 lit./min (min.) at 28 kg/cm <sup>2</sup> pressure
		Spray unit	Gun type spray unit with brass nozzle adjustable spray pattern and on/off device
		Delivery hose	10mm dia 200 m log
<b>Note</b>	1. All implements must have valid test report GOI centre and registered in DAgE.		
	2. Implements should be strictly supplied as per specification given in the respective test report.		



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**MANDATORY DOCUMENTS TO BE UPLOADED & TO BE SUBMITTED IN HARD COPIES**

**(A) MENDATRY DOCUMENTS TO BE UPLOADED:**

01. TENDER documents duly signed on each page with office seal affixed.  
(Page 1 to 29)
02. Copy of Manufacturing License from State Industry department/District Industrial Center Govt. of M.P. indicating clearly items which are manufacturing. Such as Agricultural implement or name of tendered item.
03. Copy of valid Registration with Director Agricultural Engineering MP Bhopal for the Tendered Item.
04. Copy of the Test Report (First Page only) from any recognized institute by Govt. of India for the items for which TENDER is submitted.
05. Application form duly filled as par **Annexure - VI**
06. Valid proof of authority to signing the document.
07. GST Registration certificate.
08. Affidavit from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date.  
(on Bidder's Letter Head)
09. Letter of Undertaking & Declaration **Annexure - VIII**
10. Financial Bid as per schedule **Annexure - IX**

**(B) TO BE SUBMITTED IN HARD COPIES:**

01. TENDER documents duly signed on each page with office seal affixed.  
(Page 1 to 29)
02. Copy of Manufacturing License from State Industry department/District Industrial Center Govt. of M.P. indicating clearly items which are manufacturing. Such as Agricultural implement or name of tendered item.
03. Copy of valid Registration with Director Agricultural Engineering MP Bhopal for the Tendered Item.
04. Copy of the Test Report from any recognized institute by Govt. of India for the items for which TENDER is submitted.
05. Application form duly filled as par **Annexure - VI**
06. Valid proof of authority to signing the document.
07. GST Registration certificate.
08. Affidavit from the Bidder that their firm has never ever been blacklisted by any Govt. organization, semi Govt. organization or any corporation till date.  
(on Bidder's Letter Head)
09. Letter of Undertaking & Declaration **Annexure - VIII**





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**CONDITIONS OF RATE CONTRACT**

**1. PROCEDURE FOR TENDER:**

- 1.1 The Corporation invites online TENDER FOR SUPPLY OF TRACTOR/ POWER DRAWN AGRICULTURE IMPLIMENTS FOR THE YEAR 2020-21  
**Annexure - III.**
- 1.2 Only one online TENDER will be accepted from One Applicant / Firm. If any individual participating in the BID, representing more than one firm in one or different names and it comes to MP AGRO'S knowledge at any point of time, all such BID will not be entertained and shall be liable for rejection.
- 1.3 The bidders intending to participate in this TENDER are required to get enrolled/registered on the [mptender.gov.in](http://mptender.gov.in). Enrolment /registration and subsequent empanelment on the above portal and sub portal is mandatory.
- 1.4 TENDER documents can be purchased only online from <http://mptender.gov.in> by making online payment of portal fees etc.
- 1.5 It is the discretion of the Managing Director of the corporation to accept/reject the application without assigning any reason thereof.
- 1.6 BID in hard copies received after due date and time as stated above will not be accepted. When BID are delivered through messenger, the same should be deposited in the TENDER box kept in the Marketing section of the Corporation on working days and during working hours.
- 1.7 The M.P. State Agro-Industries Development Corporation Ltd, will not be responsible delay in receipt of Bid on any account whatsoever. If BID is received after specific date and time, even if the delay is caused in postal transit, or any other reason whatsoever, the same shall not be considered and the BID will be rejected.
- 1.8 Telegraphic/Fax BID, or BID received over fax, e-mail etc. shall not be considered.
- 1.9 Applicants are required to submit online bid through portal [www.mptender.gov.in](http://www.mptender.gov.in) and pay tender fee & EMD online. Only hard copies of tender submitted online will be accepted.

**2. SUBMISSION OF TENDER:**

- 2.1 Corporation Invites online TENDER for supply of material as mentioned in **(Annexure III)**. The Bidder will have to get themselves registered with [www.mptender.gov.in](http://www.mptender.gov.in) for E-tendering, without registration BID cannot be uploaded on portal. To participate in Online TENDER interested Bidder will be required Registration at Portal and valid class 3 digital signature certificates. An amount of Rs 4720/- as TENDER fees to be deposited online through website [www.mptender.gov.in](http://www.mptender.gov.in) that is to be paid by Bidder for registration under E-tendering.
- 2.2 All the Mandatory Documents (Self Certified with Seal and signature) shall be uploaded in JPG or PDF format only, in minimum resolution of 100 DPI. Document uploaded in other format will not be considered. **(Annexure - V)**

- 2.3 Self attested hard copies of all Mandatory Documents and TENDER fees details (cost of documents) and EMD must be dropped in the envelope at Office of the Managing Director M P State Agro Industries Development Corporation Limited, IIIrd floor Panchanan Bhawan, Malviya Nagar, Bhopal, before last date and time of submission of BID.
- 2.4 The Envelope of Hard Copies shall be submitted in a sealed cover super prescribed with words naming TENDER title mentioned at **(Annexure III)**

**3. OPENING OF TECHNICAL BID:**

Soft copies uploaded & Hard Copies received in the TENDER box up to due date and time will be opened on due date and time as mentioned in **(Annexure III)** In case of any non clarity of uploaded documents or any dispute over documents uploaded online in E-TENDER, The hard copies submitted by the manufacturer shall be treated final.

**4. DELAY IN SUBMISSION:**

The Corporation will not be responsible for any delay on any account in receipt of TENDER. 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.

**5. CHANGE IN OPENING SCHEDULE:**

Online TENDER 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) The items for which tender is called, to be supplied to Director Agriculture/ Director Agriculture Engg. for their own farm/center located at various places in MP. Bidders are suppose to make deliveries at various places as per order after rates are finalized.
- (ii) Bidders are required to quote their selling rate to MP AGRO with the intention that MP AGRO will load its own margin (5% + GST) to the prices quoted by Bidders.
- (iii) Bidders are required to upload their rates online in the format prescribed for it.
- (iv) Rate list to be uploaded will be rates with GST & rate without GST. MP AGRO margin & GST their on not to be included in this format.
- (v) Rates offered to MP AGRO should not be treated as rates to end user. Instead MP AGRO will work as dealer of the manufacturer. Manufacturer will be free to appoint their Sales Representative, other Dealer for after sales service & stocking purposes etc. Manufacturer can also incur expenses for sales promotion etc. as per their own policy.
- (vi) On the several occasions manufacturers do not quote lower rate to MP AGRO due to Price fall Clause executed by them with other organization. Difference between price quoted to MP AGRO & price quoted to other organization (for ultimate consumer) must be differentiated clearly that rate quoted to MP AGRO is the dealer rate.



- (vii) MP AGRO will be at full liberty to reduce or increase its margin at any time without consent from bidder. Managing Director Decision will be final & binding for all parties.
- (viii) The bidder should quote their lowest price, in accordance to the prevailing rates of the company to their other authorized dealer etc. 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 TENDER 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) TENDER should accompany EMD as per clause C (**Annexure-III**)
  - (ii) Earnest Money of all unsuccessful Bidders will be returned.
  - (iii) No interest is payable on the amount of Earnest Money at the time of refund.
- B. Earnest Money shall be forfeited if:-
  - (i) Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid or is open for acceptance whether originally fixed or extended.
  - (ii) No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the Bidder.
  - (iii) The Earnest Money shall remain deposited with the Purchaser during the validity period as mentioned, from the date of opening of TENDER. 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 TENDER document.



## **10. MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS**

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

## **11. PLACEMENT OF ORDER**

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

## **12. SCHEDULE AND MODE OF SUPPLY / DELIVERY**

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

**13. WARRANTEE:**

The Bidder has to declare minimum 1 Years warrantee . 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.

**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 and 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 7 days on payment after payment condition to the supplier only after receipt of bills along with satisfactory report duly signed by the consignee/ beneficiary.
- (b) In case these items are supplied to the farmer under various government schemes for providing subsidy, the farmer's share so received by the corporation shall be payable to the supplier along with work order after deducting corporation margin immediately.
- (c) As mentioned in the **(b)** above, remaining amount which will come by way of subsidy from the government shall be payable within 7 days on receipt of the same by the corporation.

**19. PRICE ESCALATION CLAUSE:**

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

**20. DISPLAY & DEPOSITION OF SAMPLES**

One sample of items TENDER for the year 2019-20 may be sought by the MP AGRO along with complete nomenclature & write-up. Corporation may decide to examine/check the samples for nomenclature & write up submitted by supplier through recognized laboratories as decided by Managing Director of this Corporation.

**21. RANDOM TESTING OF COMPONENTS:**

Corporation/Department 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.**

**22. 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.

**23. 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 TENDER document. All formats should be filled in completely. ***All the necessary documents should be enclosed duly self-attestation.***

**24. ACCEPTANCE/REJECTION OF TENDER:**

The Managing Director of the Corporation reserves the right to accept or reject any or all the TENDER 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.

**25. FORCE MAJEURE CLAUSE:**

FMC will be 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.

**26. PURCHASE PREFERENCE:**

As per the policy of the State Govt. in respect of purchase of material for the use of corporation purchase preference to the extent of 30% shall be given to those manufacturer who belongs to the SC/ST category. A self certified photocopy of certificate issued by the concerned District Trade Industries Center to the effect that the Bidder's firm belongs to the SC/ST category in M.P. should invariably be attached. This clause will not be applicable if material is purchased by an individual.

**27. TO IMPOSE PENALTIES:**

The Managing Director of The Corporation reserves the right to impose penalties as per PMKSY Guidelines.

**28. CORPORATION AS DEALER:**

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

**29. ARBITRATION:**

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

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

**30. TENDER EVALUATION:**

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

**31. TENDER VALIDITY:**

The rates finalized against this TENDER shall be valid for a period of 1(one) year from the date of award of contract. It will be at the discretion of MP AGRO to extend validity period provided bidder agreed to it.

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

**33. TRANSFERABILITY:**

TENDERS are not transferable.

**34. RIGHT TO CHANGE CONDITIONS OF TENDER:**

MP AGRO reserves the right to reject or accept any TENDER 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.

**35. 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.

**36. INSPECTION FOR QUALITY:**

- (i) QCI approved third party inspection Agency i.e RITES/CIPET/EIL/IRS (IR class)/PDIL/SGS to certify any materials or part thereof made available for inspection that they are in accordance with the contract.
- (ii) All material supplied under this TENDER will compulsorily inspected by Third Party approved by the Corporation for this purpose.
- (iii) Exps. Related to Third Party inspection shall be born by bidder.
- (iv) Inspection Report shall be submitted by bidder along with bills at the time of payment.



**37. RISK PURCHASE CLAUSE:**

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

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

**38. 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.

**39. CORRUPT PRACTICES:**

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

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MP AGRO and includes collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive MP AGRO of the benefits of free and open competition;

- b. Will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- c. In the same manner as above, if bidder observes any corrupt practices or “fraudulent practice” in MP AGRO, he should report to Managing Director only.

**40. BREACH OF CONTRACT:**

Any breach of the terms & conditions mentioned in this TENDER 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.

**41. TERMINATION OF CONTRACT:**

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

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

**42. 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.

**43. NEGOTIATIONS:**

- (i) It is clarified that normally the Corporation will make no negotiation on the TENDER and therefore the Bidders should quote their lowest prices only. However the Managing Director of the Corporation may decide to give counter TENDER of the lowest rate as decided by him.
- (ii) On the basis of lowest rate received in the financial bid corporation will ask other bidders to execute agreement provided other bidders are agreed to it.

**44. AUTHORITY TO SIGN BID DOCUMENTS:**

A person signing the TENDER 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.

- 45.** Only Bhopal Court shall have jurisdiction.

**DY GENERAL MANAGER  
(MARKETING)**



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT  
CORPORATION LIMITED

**LETTER OF UNDERTAKING AND DECLARATION**

We ..... hereby submit TENDER for the supply of ..... conforming to the Specifications as mentioned in TENDER.

We undertake to supply such quantities of material as per Specification as mentioned in TENDER, as we may be called upon to supply and install under the conditions here-to enclosed during the allotted period from the date of execution of the agreement on the rates agreed upon, at the places to be specified by the M.P. State Agro Industries Development Corporation Limited within the specified delivery period.

We undertake that our firm has neither been Blacklisted/Debarred by any Government / Government Undertaking /Bank nor penalized on the same ground. We also undertake that no legal proceeding is pending in any Courts on the same grounds.

We hereby agree to abide by and fulfill all the terms and conditions of contract annexed hereto and in default thereof to forfeit and pay to the M.P. State Agro Industries Development Corporation Limited, the penalties or sum of money mentioned in the said conditions.

The sum of Rs. 1,00,000.00 (One Lac only) in the form of Demand draft or any of the form specified in the Rate Contract TENDER Documents is herewith forwarded as Earnest Money which shall be retained by The MP State Agro Industries Development Corporation Limited, on account of Security Deposit as specified in the clause 9 of the said conditions of contract, should this TENDER 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 TENDER IS HEREBY ACCEPTED BY ME ON BE HALF OF

M/s.....

SIGNATURE OF THE ACCEPTING AUTHORITY

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

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

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

**FINANCIAL BID FORMAT**

S.N.	ITEM DESCRIPTION	UNIT	HSN CODE	BASIC RATE	GST %	GST Amount	PURCHASE PRICE TO MP AGRO
1	Cultivator Rigid Tyne Reversible Type (11 Tynes)	01					
	Cultivator Duckfoot Type (7 Tynes)	01					
	Cultivator Spring Loaded Rigid Tyne (11 Tynes)	01					
2	Super Seeder	01					
3	Reaper Cum Binder	01					
4	Laser Land Leveller	01					
5	Shredder	01					
6	Power Harrow	01					
7	Power Sprayer	01					

**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"

**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 TENDER for supply of .....  
..... on the terms and conditions envisaged in the terms schedule issued with the Rate Contract TENDER Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Rate Contract TENDER Document, while submitting his TENDER. 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 TENDER 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 TENDER and the following documents shall form and be constructed a part of the Agreement Deed: -

-----2

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

Witnesses

- 1.
- 2.