

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

ONLINE RCO DOCUMENT

FOR SUPPLY OF
C.I.B. CERTIFIED IPM PRODUCT
AND FCO AUTHORISED INM
PRODUCT FROM
MANUFACTURERS ONLY
FOR THE YEAR 2025-26
& ONWARDS

DUE ON: 15.09.2025

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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Sign and seal of the offereer



-4

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/INM-IPM/2025-26/2148

Dated: 2/9/25

E - SHORT TIME RCO NOTICE (Second Call)

Online RCO are invited for supply of CIB Certified IPM Product and FCO Authorized INM Product for the year 2025-26 & ONWARDS from Manufacturers only .

RCO document as above can be purchased by paying RCO fee Rs. 10000 + 180 (18% GST) = 11800 (Eleven Thousand Eight Hundred Only) each online up to following dates:-

S.N.	Name of Item	Last Date to Submit	EMD
01.	CIB Certified IPM Product and FCO Authorized INM Product	15.09.2025	2,00,000/-
MSM	E & STARTUP Enterprepayer of Fr. 1		

MSME & STARTUP Enterpreneurs of Madya Pradesh are Exempted for EMD.

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

Bidders are Requested that Only the mandatory documents duly self-Certified with signature and seal (rubber stamp) shall be upload in PDF format which are clearly in the form of readable and printable and no need to other additional documents to be upload. Document uploaded in other format and/or is not clear to read and understand the content the offer from Bidders shall be Reject.

MANAGER (MKTG



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

DISCLAIMER & ABBREVIATIONS, DEFINITIONS AND INTERPRETATION

A. <u>DISCLAIMER:</u>

- 1. The information contained in this Rate Contract Offer (RCO) Document has been prepared solely for the purpose of providing information to the interested parties, and is not in any way binding on MP AGRO.
- 2. By accessing this RCO Document, Prospective Bidder agrees that MP AGRO will not be liable for any direct or indirect loss arising from the use of the information and the material contained in this RCO Document.
- 3. Prospective Bidder's access to it does not imply a license to reproduce and / or distribute information contained therein and Bidder not allowed to any such act without the prior approval of MP AGRO.
- 4. In case any Prospective Bidder finds any discrepancy or omission in the any part of the RCO Document or Bidder has any doubt to their meaning, he should notify 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. It however, does not entitle the bidder to seek any extension of RCO opening date.
- 5. 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 which shall be part of the RCO document. If no amendments are required the Bidder will have no right to raise objection therein after.
- 6. It is hereby 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.
- 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 as well as the liabilities and responsibilities in respect of the RCO.
- 8. The Corporation reserves the right to reject any or all of the RCO submitted at any stage without assigning any reasons whatsoever.
- 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

The Corporation/MP AGRO means M.P. State Agro Industries Development 01. 02.

Beneficiary/Consignee means person/department who wish to purchase the items through this Corporation.

Application forms/the document means Application forms and all other relevant 03. 04.

Applicant/Bidder means Manufacturer who submits RCO for supply and installation of Items as per document. 05.

EMD means Earnest Money Deposit Managing Director means Managing Director of MP State Agro Industries 06. Development Corporation Ltd Bhopal. 07.

RCO means - Rate Contract Offer

- DOH means Director of Horticulture, GOMP, DOA means Director of 08. Agriculture, GOMP. 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 firm or company or LLP with whom the agreement is executed and order for the supply is placed which include the suppliers successors, representatives, heirs, executors and administrators, as the case may be (as approved by MP AGRO), unless excluded by the terms of the 11.
- "The Inspecting Agency' means an Government Agency/Govt.Department to Inspect materials or services or QCI approved third party Govt inspection Agency, such as DGS&D / RITES / CIPET /EIL / IR-Class / PDIL/ Government Engineering College or any Government Technical Department or Government institution. 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 of Agriculture.
- Terms and expression not herein defined shall have the meanings assigned to 15. 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.
- Contract shall be governed under the "Laws of India" for time being in force. 16. 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.
- The Courts of the place from where the acceptance of the RCO has been issued 18. shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

For all purposes of the contract, including arbitration there under, the address 19. 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 in address by a separate letter containing no other communication and sent to MP AGRO. The Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner 20.

IPM means - Integrated Pest Management (Certified by CIB) and INM means-Integrated Nutrient Management (Authorized by FCO). 21

LLP means Limited Liability Partnership.





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TITLE, TIME SCHEDULE, RCO FEE & EMD

(A) TITLE:

CIB Certified IPM Product and FCO Authorized INM Product

(B) TIME SCHEDULE:

Stages of Bidding	Scheduled time	0.1 1 1 1 7
Purchase of RCO		Scheduled Date
	upto 2.00 PM	15.09.2025
PRE BID- Due date of receipt		1
of Queries of suggestions from	on 1.00 PM	20.00.000
Applicant (offrer) if any	011 1.00 FW	08.09.2025
pertaining to the terms and		
conditions mentioned in RCO		
Due date of uploading reply to	upto 04.00 PM	00000000
queries and suggestions	apto 04.00 FM	08.09.2025
Last date of submission	linto 04 00 DM	
Opening of technical bid	upto 04.00 PM	15.09.2025
operating of technical bid	upto 03.00 PM	16.09.2025
Financial Did of the		

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 such information will be published on Corporation website www.mpagro.org and www.mptender.gov.in

(C) RCO FEE & EMD:

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

RCO FEE	Rs. 10000 + 1800 (18%GST) = 11800 (Eleven Thousand Eight Hundred Only) Shall be paid online. (Non Refundable)
EMD	Rs 2,00,000/- (Two Lakh Only) Shall be paid online.

1- AS PER MP STORE PURCHASE RULES 14.1 EXEMPTION IN EMD IS APPLICABLE ONLY FOR MADYA PRADESH MSME AND STARTUPS ONLY, HOWEVER THE DOCUMENT FEE HAS TO BE SUBMITTED.

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



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ELIGIBILITY AND MANDATORY DOCUMENT'S OF THE BIDDER TO BE UPLOADED BY FIRM

S.no	ELIGIBILITY AND MANDATORY DOCUMENT'S OF THE BIDDER TO BE UPLOADED	Whether Submitted	Online uploaded Page Number
	Bidder should be manufacturer of the CIB Certified IPM Product, accordingly the Bidder should upload certificate of registration issued by CIB, Faridabad along with/Manufacturing License issued by department of Agriculture and Farmer Welfare / Valid Udyam Registration Certificate / NSIC Registration Certificate / Factory license issued by Health And Safety Department of Labour Department / Pollution Control Board, etc issued by concerning Department of State Government where the factory is in existence.		
3	Bidder should be manufacturer of the FCO listed INM Product accordingly the Bidder should upload /Manufacturing License or Sale permission issued by department of Agriculture and Farmer Welfare / Udyam Registration Certificate / NSIC Registration Certificate / Factory license issued by Health And Safety Department of Labor Department / Pollution Control Board, etc issued by concerning Department of State Government.		
	For sale of items in Madhya Pradesh Bidder should have valid Sale permission issued for CIB certified IPM product issued by competent authority of Agriculture Department, GOMP and in case of FCO listed INM items "Authority letter" issued by competent authority of Agriculture Department, GOMP.	Yes/ No	
	Bidders should have Cumulative Turnover of Rs. 10 Crore or above during the last 3 financial years (2021-2022, 2022-23 & 2023-24) accordingly the bidder shall have to submit such document and Certificate which should be duly signed by the Chartered Accountant (C.A) with his UDI number stamp.	Yes/ No	
	 1- Startup of M.P. will be given Turn over Exemption of Rs/- 5 crore. 2 - MSME of M.P. will be given Turn over Exemption of Rs/- 5 crore. 		
5 1	Bidders should have to submit copy of Valid GST Certificate	Yes/ No	

S.no	Particular	Whether Submitted	Online uploaded Page
6	Letter of Undertaking and Declaration - Annexure VII on non	77	Number
	Judicial staff paper of Rs 500/-	Yes/	
7	Declaration of Blacklisting on firms letter head - Annexure X	No	
	- Annexure X	Yes/	
8	List of participated items on firms 1 44	No	
	List of participated items on firms letter head (without rate).	Yes/	
09	FORMAT FOR SIGNING ALTERIO	No	
	FORMAT FOR SIGNING AUTHORITY ON THE FIRMS LETTER	Yes/	
	HEAD, Annexure - XII, is to be submitted if the person	No	
1	(complete of the lifth) is signing in RCO and document		
10	other than Proprietor or Partner or Director of the firm.		
10	MSME and startup's located in the state of Madhya Pradesh	Yes/	
	not sublimiting the EMD shall have to upload the III	No	
l.	registration certificate issued by		
11	enterring department of GOMP		
11	Participated items broachers and literature.	Yes/	
10		No	
12	RCO documents and other document duly signed on each	Yes/	
	page with office seal affixed (page 1 to 29.	No	

- (A) **PROVISION FOR** SCHEDULED CASTE/TRIBE AND WOMEN ENTERPRENEURS : According to the policy of the state government, SC/ST offerers, who will be presented with a certificate related to special registration in the District Industry Center NSIC/UDYAM Registration Certificate who will be found eligible as per the online rate contract offer conditions, will be given opportunity of minimum 25% of the business (as per clause 23.4 of prescribed policy, M.P. Dated 13 /01/2023), out of which, 4 percent participation will be ensured in the business. Similarly, according to Clause 23.1(1) of the Store Purchase Rule, out of minimum 25 percent participation of 3 percent in the business, it will be ensured to purchase from micro and small enterprises owned by women. To get the above facility/priority, it is mandatory to submit self-attested copies of related documents along with RCO. This system will be valid only in those cases where firm orders are received from the government. In case of purchase by the farmer, the farmer will have full right to choose.
- (B) PROVISION FOR STARTUP. According to the provisions of rule 14.1 of the Madhya Pradesh Store Purchase, 2015 (as amended in 2022), the qualified M.P. Startup offerer exempted for Earnest money Deposit (EMD), and rule 22(1) qualified Startup offerer may be exempted experience and turnover. To get the above facility it is mandatory to submit self-attested copy of Startup Certificate issued by Department of Industrial Policy and Promotion (DIPP) under the Ministry of Commerce and Industry along with RCO.

Startup of M.P. Exempted for Earnest money Deposit (EMD).
Startup of M.P. will be given Turn over Exemption of Rs/- 5 crore

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(C) PROVISION FOR MSME/UDYAM REGISTRATORS

According to the provisions of rule 14.1 of the Madhya Pradesh Store Purchase, 2015 (as amended in 2022), the qualified MSME of M.P. offerer exempted for Earnest money Deposit (EMD) only, To get the above facility it is mandatory to submit self-attested copy of Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises along with RCO.

MSME of M.P. Exempted for Earnest money Deposit (EMD) and will be given Turn over Exemption of Rs/- 5 crore.

(D) NON-ELIGIBILITY TO PARTICIPATE IN THE RCO DUE TO PENDING COURT CASE/DISPUTE

The offers of such bidders shall not be accepted with whom any court case and/or dispute are pending with the Corporation, other Government department or any other organization/agency. Offers of such bidders shall also not be accepted with whom any criminal case is also pending, if the offerer has any Serious Dispute with the Corporation or Black listed by the Corporation regarding the supply of any other material or any other RCO then the same will be considered against the offerer for this RCO.

All the mandatory documents duly self-Certified with signature and seal (rubber stamp) shall be uploaded in PDF format only which are clearly in the form of readable and printable. Document uploaded in other format and/or is not clear to read and understand the content the offer from offrers shall be Reject.

A- OBJECTIVE OF THE RCO.

. . .

To make available the qualitative and quantitative items as listed in the RCO to the farming community as per demand by farmer or through various schemes of Director of Horticulture or Director of Agriculture.

B- MODUS OPERANDI FOR THE PURCHASE & SALES OF THE ITEMS & QUOTING RATES BY BIDDER:

- (i) MP AGRO purchase items for onward sale to various Government Department and farmers as per their demand/requirement.
- (ii) RCO is online floated for Bidders to quote their selling rate to MP AGRO with the intention that MP AGRO will further load its own margin (5% + GST) on the prices quoted by Bidders as onward sale.
- (iii) Bidders are required to upload their own competitive online rates which in the prescribed format (BOQ) on portal www.mptenders.gov.in. bidders will quote rate without GST and rate with GST. (MP AGRO margin & GST is 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 and cost.
- (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, though the final decision shall be taken by the recommending committee.
- (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) In the RCO the bidder should quote lowest and compatible price than they has offered to any Firm or Organisation either private or Government etc. Dealer rate may be decided by the company at its own in Madhya Pradesh.
- (ix) MP AGRO will limit the procurement of Quantity it is salable within the stipulated time period.
- (x) Bidder shall have to submit batch wise in-house test report for items supplied in accordance to the order issued by the ordering authority.

APPLICATION FORM

To

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

Sub: RCO Document for supply of IPM / INM Products.

Dear Sir,

Kindly accept our Application for Participation in RCO for supply of CIB Certified Bio-Pesticides and FCO listed INM product in the state of Madhya Pradesh, details is as under.

1	Name & Address of the Applicant Firm.	T		as und	——————————————————————————————————————		
2	Address of correspondence.						
3	GST number.	ļ	- 4	<i>(</i>			
4	PAN number.			<u> </u>			
5	Mobile number of the owner.	+				4	
5	If Proprietorship firm	 					
	a) Name of Proprietor						
	b) Full Address	 					
ļ	If Partnership firm.						
	a) Name of partners and their address.	-					
	b) Is partnership deed registered, if yes then	1.			2.		3.
	date of registration (attach copy of deed)	Yes /			#		,
1	If Limited or Pvt. Limited Company under	Date		····· <u>·</u>		·····	
	Indian Companies Act 1956.						
	Name and Address of the Directors.						
ĺ	Date of Certificate of in-corporation.	-					
	If LLP company						
	Name and address of the Directors						
	Related Document.						
2	Location of Production units.						
3	Year of Establishment of the units.						
4	Details of CIB license obtained/ FCO	No	CI	B/	certificate of	or	Date of
	authorization letter.		FC	có	authorization		Validity
	(for manufacturing in any state issued by				Number		valially
	Dept of Agri. of concerning state) and for sale						
	issued by Dept of Agri GOMP.						· · · · · ·
5.	N- CD						 -
٥.	Name of Person Singing the RCO (In Case Of			-			
	Authorized Person Specific Power of Attorney						
	has to be submitted) and its mobile number. (Annexure - XII)						
6.							
0.	Detail of turnover of the firm for last three	YEA	.R	7	TOTAL	TU	JRNOVER
	year.			TU	RNOVER		IN MP
]			(Rs	. in Lacs)	(R	s. in Lacs)
		2021					
		2022-					
	7.1	2023-	24				

I here by confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the documents are duly uploaded with sign and affixed stamp.

Date:

Note:

1. Separate sheet may be used if necessary.

Strike out whatever not applicable.

3. <u>Please upload PAN and GST Certificate.</u>

Seal and Signature of the Bidder or their authorised 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 online RCO for supply of Material mentioned in (Annexure IX).
- 1.2 Only one online RCO will be accepted from One Applicant / Firm. If any individual participating in the BID, representing more than one firm in one or different names and it comes to MP AGRO'S knowledge at any point of time, all such BID will not be entertained and shall be liable for rejection.
- 1.3 The bidders intending to participate in this online RCO can access the portal mptender.gov.in. through firms class III digital signature.
- 1.4 To participate in the RCO, the RCO documents can be purchased online only through portal http://mptender.gov.in the fee is displayed on the portal firm has to make online payment of such fees.
- 1.5 It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.
- 1.6 The firms shall have to participate online only through the said portal within the Time Frame as indicated in **Annexure III**. Corporation will not be responsible for delay in uploading / participation of Bid by the aspiring firm on any account whatsoever.
- 1.7 RCO are not transferable.

2. SUBMISSION OF RCO:

- 2.1 Corporation Invites online RCO for supply of material as mentioned in (Annexure-IX). The Bidder will access the portal www.mptender.gov.in for E-tendering, through valid class 3 digital signature. An amount of Rs 11800/- as RCO document fees would have to be online deposited by the bidder.
- 2.2 All the eligibility (mandatory) Documents (Annexure IV) duly self certified with signature and affixed Seal will have to be uploaded in PDF format only which shall be clearly readable and printable otherwise their bid shall not be considered or may be rejected.

3. OPENING OF TECHNICAL BID:

Soft copies uploaded up to due date and time will be opened on due date and time as mentioned in **Annexure III**. The technical bid shall be finalised on the basis of documents uploaded and no further clarification shall be sought unless asked by this Corporation in writing.

4. CHANGE IN OPENING SCHEDULE:

Due to any unforeseen reason or exigency the date and time of opening of Technical Bid is changed then the revised date and time of opening will be displayed on portal www.mptenders.gov.in and www.mpagro.org of this Corporation.

6. **ACCEPTANCE OF RATES:**

Counter offer will be issued by the Corporation only to those offrers whose offer rates are within the limit of L-1+15%.

EXECUTION OF AGREEMENT: 7.

- The Corporation will intimate the successful Bidder regarding acceptance of rate 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)
- The agreement is to be executed on an e- stamp paper of Rs.1000/- only. (c)

8. **EARNEST MONEY DEPOSIT:**

- A. RCO should accompany EMD as per clause C (Annexure-III) (i)
 - Earnest Money of all unsuccessful Bidders will be auto-returned in (ii)the account from where the firm had transferred the online EMD in the portal www.mptenders.gov.in.
 - No interest is payable on the amount of Earnest Money at the time of
 - 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 to get extended.
 - Earnest money of successful Bidder will be adjusted as Security Deposit (SD) on execution of the agreement. (such Bidder will thus become supplier).
- B. Earnest Money shall be forfeited if:-
 - If the bidder withdraws or amends or impairs or derogates from the (i) bid in any respect within the validity of the bid or is open for acceptance or accepted or extended.
 - In case the bidder/ supplier breaches any term and condition of (ii) the RCO and the Agreement.

9. SECURITY DEPOSIT:

- (i) Bidder out of Madhya Pradesh who are submitting Earnest money Deposit need not to submit Security Deposit. Earnest money will be converted as Security Deposit.
- Bidder of Madhya Pradesh exempted for Earnest money Deposit, must (ii) submit a DD of Rs/- 200000/- (Two Lakhs) as a Security Deposit in favor of M.P.State Agro Industries Developement Corporation Ltd **Bhopal** at the time of agreement.

- (iii) The SD will remain with the Corporation during the validity of the contract and till successful execution of all the order placed during the 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.
- (iv) Security deposit will be forfeited in case of failure of supply of the material as mentioned in the purchase order, in time and as per the approved specifications, or for any breach of terms and condition of the agreement and RCO document.

10. MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS

Minimum Technical specifications of the items covered in this RCO are the same as they are defined in the CIB or FCO directives.

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 issued by Sanctioning Authority or order issued by the Regional Manager of the Corporation within the time limit as mentioned in the point no.16 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 enduser shall be free to select any other manufacturer available on the portal. MP Agro shall not be liable towards the first manufacturer in anycase.
- (b) The supplier shall be bound to effect deliveries in accordance with the ordered material in batches in any or all the sizes and in quantities as per delivery schedule or revised delivery schedule as ordered by the Ordering Authority of the Corporation. The dates of supply shall be the date on which the consignment reaches the required destination.
- (c) Ordered item is required to be supplied to the consignee through District Manager office of the Corporation, securely packed so as to withstand rough handling and protection from vagaries of nature during transit.
- (d) The Branch Manager of the Corporation shall raise the challan and accordingly the materials shall be further sent to the consignee.
- (e) Relevant L.R. shall be sent free and direct to the consignee (s) freight paid. The Order Number, GST number 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 with the relevant details of L.R. and Bill Number shall be immediately communicated to Regional Manager/District Manager of Corporation along with the concerned Consignee Department.
- (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**).

13. TRAINING:

For proper operation and maintenance of Items Supplied the supplier will impart training to the selected nominated person of purchaser as concerned person/staff/ officers of the Corporation, End User, Concerned Consignee Staff.

14. RIGHT TO REFUSE/REJECT THE SUPPLIES:

- (a) Ordered item shall conform to the quantities specifications (as per **Annexure-IX**) 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-IX**.
 - (ii) Other than specified and ordered by the Corporation,
 - (iii) For any other sufficient reason at it's discretion.
- (b) In case the supply of supplied item is rejected/ the supply not accepted, shall be lifted by supplier at his own cost within the period granted by the M. P. State Agro-Industries Development Corporation Limited and in no case Corporation shall be liable for the supply not accepted.
- (c) If the material fails in the testing.

15. DEFECTIVE SUPPLIES:

The supplier shall replace the defective material or any other part found defective within 7 days to the consumer at free of cost. If it is proved that Bidder has intentionally supplied the material of improper quality or not ready to replace or had not replaced defective Material during the specified period or in a genuine time period as required minimum, corporation shall be free to black list the Bidder and debar the supplier from doing the business with the corporation for 1-5 years and forfeite the Security Deposits Bidder shall be bound to refund the amount received in lieu of such defective supplies made by the Bidder.

16. PAYMENT:

- (a) The supplier has to execute the supply orders, complete in all respect within 30 days from the date of issue of order of the Corporation. The payment shall be released on "Payment after Payment" basis within 7 days after the receipt and Satisfaction Certificate from the Purchase Department as well as joint Satisfaction report of DDA/DDH/ADH & District Manager of Corporation with in House Test Report.
- (b) In case these items are supplied to the farmer under various Government schemes for providing subsidy, the farmer's share so received by the Corporation shall be payable to the supplier along with work order after deducting Corporation margin immediately.

(c) As mentioned in the **(b)** above, remaining amount which will come by way of subsidy from the Government shall be payable within 7 days on receipt of the same by the Corporation.

17. PRICE ESCALLATION CLAUSE:

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

18. DISPLAY & DEPOSITION OF SAMPLES

The Supplier should submit two numbers of sample for the items which he applied for, within three working days from the last date of submission of RCO at MP AGRO head office panchanan along with complete nomenclature & write-up.

19. RANDOM TESTING OF MATERIAL:

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

20. BRAND NAME:

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

21. SUBMISSION OF REQUIRED DOCUMENT:

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

22. ACCEPTANCE/REJECTION OF RCO:

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

23. FORCE MAJEURE CLAUSE:

FMC will applicable in the following circumstances -

- (a) Natural phenomenon including but not limited to weather condition, floods, draught, earthquake and epidemics.
- (b) Acts of government authority domestic or foreign including but not limited to war declared or properties, quarantine restriction.

 (c) Accidents or distraction including 1.
- (c) Accidents or distraction including but not limited to fire, explosion break downs at essential machinery equipment and power shortage.

24. PENALTIES FOR DELAYED SUPPLY:

In case the supplier does not produce the ordered material within the specified

time limit the penalty will be imposed as under:-

	no	WEEKS	Rate of panalturium
	1 2 7	1 st to 2 nd week 3 rd to 4th week In Case the supplier refuse to supply the ordered material	O.25% per week O.50% per week Cancelling the supply order and termination of Agreement and Black listing for 1-5 years the Payment to be paid from the other District of the
£			Corporation

MP AGRO reserves the right to make emergent purchase from open market in case of failure of supply/ rejected supply either in part or full in accordance to the order issued by the MP AGRO and amount paid of such purchases would be adjusted from the supplier's Bill and Security Deposit. In the event of the amount of Security Deposit 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

25. CORPORATION AS DEALER:

Corporation shall become Authorized Dealer of the company after execution of agreement with the company during the currency of Rate Contract. Bidders should Supply the Product on Consignment basis "Payment after Payment" and take back of the rest unsold material after end of every season.

26. **ARBITRATION:**

As far possible, all dispute will be settled by the mutual discussion with Manager Marketing in case of non settlement of dispute the matter will be produced in front of General Manager marketing of the Corporation will be final and binding on both the parties. Still in case of non settlement of dispute the shall apply to the proceedings before the Managing Director of the Corporation who shall be sole arbitrator (Arbitration and conciliation Act, 1996). The decision of the arbitrator shall be final and binding on the parties.

27. RCO EVALUATION:

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

28. RCO VALIDITY:

The rates finalized against this RCO shall be valid for a period Three month from the date of award of contract. It will be at the discretion of MP AGRO to extend validity period.

29. MINOR MISTAKES IN RCO:

MP AGRO may waive any minor nonconformity, or irregularity in a RCO document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative of MP AGRO.

30. RIGHT TO CHANGE CONDITIONS OF RCO:

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

31. INSPECTION FOR QUALITY:

Third party inspection of RCO items by Government Department/ which is approve by Constitutional Board of QUALITY COUNCIL INDIA NATIONAL ACCREDIATION BOARD FOR CERTIFICATION BODIES (N.A.B.C.B) such as RITES (Enterprises of Department of Railways Govt of India), PDIL (Organization under Department of Chemical and fertilizer Govt of India), CIPET (under Department of Chemical and fertilizer Govt of India), ,IR-Class (Subsidary firm of Indian Register of Shipping), National Productivity Council (Ministry of Commerces and Industries Govt of India), CIB Certification and Inspection Body, (Bharat Petoleum Corporation Limited) or any GOVT AUTHORISED INSTITUTION OR LABORATORY at the location where the material is supplied. The inspection cost shall be borne by the supplier. The inspection cost shall be borne by the supplier.

MP AGRO/ Director of Horticulture/ Director of Agriculture 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.
- (ii) To reject the whole of the installment, if after inspection of such portion thereof as it may in their discretion thinks fit, it is satisfied that the same is unsatisfactory.
- (iii) MP AGRO reserves the right to inspect the materials to be dispatched/ in Transit/ already delivered at any time and at any place. 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.
- (iv) Cost of Test: The supplier is liable to pay for any Test done on the product supplied for conformity on quality.

32. CORRUPT PRACTICES:

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

- **a.** Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action in the procurement process or in Contract execution: and
 - 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;

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.

33. 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.

35. TERMINATION OF CONTRACT:

MP AGRO may terminate the Contract or Black list the supplier or debar the supplier from doing the business with the corporation for 1-5 years. in 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 (if any) 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 24.
- (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) 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.

36. AMENDMENTS:

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.

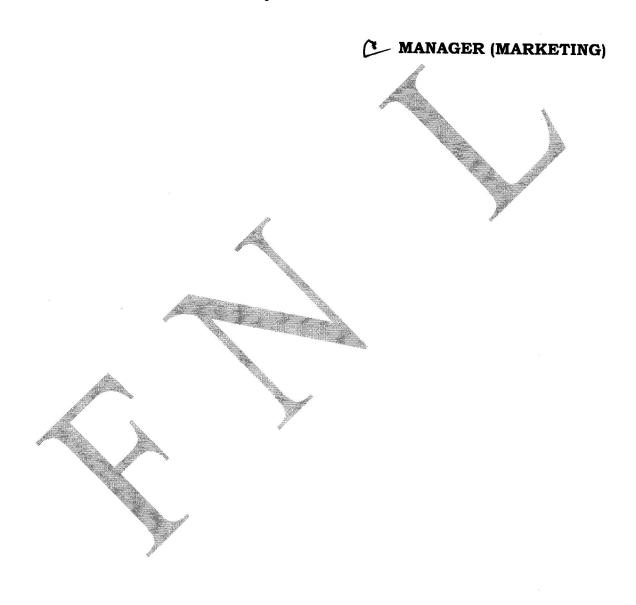
37. **NEGOTIATIONS:**

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.

38. AUTHORITY TO SIGN BID DOCUMENTS:

A person signing the RCO or any other document in respect of the Contract on behalf of the Firm or Company or bidder (except owner of firm as -proprietor/ partner/ Director) shall be duly authorized by the bidder as per **Annexure - XII** otherwise the bid shall not be considered or may be rejected.

39. Only Bhopal Court shall have jurisdiction.



LETTER OF UNDERTAKING AND DECLARATION

LETTER OF UNDERTAKING A	ND DECLARATION
We	
We undertake to supply such quantities of mentioned in RCO, as we may be called upon conditions here-to enclosed during the allotted peri agreement on the rates agreed upon, at the place Agro Industries Development Corporation Limited w We undertake that our firm has neither I Government / Government Undertaking /Bank nor also undertake that no legal proceeding is pending in We hereby agree to abide by and fulfill all the annexed hereto and in default thereof to forfeit Industries Development Corporation Limited, the period in the said conditions. The sum of Rs. 2,00,000.00 (Two Lakh only) to the form specified in the Recommendation of the form specified in the Recommendation.	dod from the date of execution of the sto be specified by the M.P. State within the specified delivery period. Seen Blacklisted/Debarred by any penalized on the same ground. We many Courts on the same grounds. The terms and conditions of contract and pay to the M.P. State Agromatics or sum of money mentioned in the form of Demand data?
Corporation Limited, on account of Security Deposit said conditions of contract, should this RCO be acceptuated in this RCO are the Dealer rate.	State Agro Industries Development as specified in the clause 9 of the pted. Further, we declare the rates
"I have read and fully understood the terms mentioned in the documents.	s and conditions of supplies etc.
	Name:
	Designation:
Witness: 1.	(Signature with Office Seal)

SIGNATURE OF THE ACCEPTING ATHURITY

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

THE RATE CONTRACT RCO IS HEREBY ACCEPTED BY ME ON BE HALF OF

M/s....



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

FINANCIAL BID FORMAT

NAME OF MANUECTURER -----

CNI	T 1 : 137	HSN		Basic		GST	PURCHASE
SN	Technical Name of Product	CODE	Packing	Rate	GST %	Amt	PRICE TO
1	2		+				MP AGRO
<u> </u>		3	4	5	6	7	8 (5+7)
(1)	CIB CERTIFIED IPM PRO	ODUCT					
1	Azadirachthin 0.03% EC		1 Ltr		12%		
	300 PPM Neem oil Based		500 ml		12%		
			250 ml		12%	*	
2	Azadirachthin 0.15% EC		1 Ltr		12%		
	1500 PPM Neem oil Based		500 ml		12%		
-			250 ml		12%	P	
3	Azadirachthin 0.30% EC 3000		1 Ltr		12%		
	PPM Neem Seed kernel Base		500 ml		12%		
,			250 ml		12%		
4	Azadirachthin 1.0% EC (10000		1 Ltr		12%		
	PPM) Min Neem Based		500 ml		12%		
			250 ml		12%		
5	Trichoderma Viride 1.0% WP	SCAPE CO.	1 kg		12%		
			500 gm		12%		
			250 gm		12%		
	Tr. 1		100 gm		12%		
6	Trichoderma Viride 1.5% WP		1 kg		12%		
			500 gm		12%		
			250 gm		12%		
			100 gm		12%		
7	Beauveria Bassiana 1.15% WP		1 kg		12%	-	
			500 gm		12%		
			250 gm		12%		
			100 gm		12%		

Sign and seal of the offereer

SN	Tookning Name CD	HSN		Basic		GST	PURCHAS
SIN	Technical Name of Product	CODE	Packing	Rate	GST %	Amt	E PRICE TO MP
1	2	3	4	5	6	7	AGRO 8 (5+7)
8	Pseudomonas Fluorescens		1 100		120/		
	0.5% WP		1 kg 500 gm		12%		
					12%		
			250 gm 100 gm		12%		
9	Pseudomonas Fluorescens		1 kg		12%		
	1. 0% WP		500 gm	-	12%		
		ļ P	250 gm		12%		
			100 gm		12%		
10	Verticillium Lecanii 1.15% WP				12%		
	(1x10 ⁸ CFU/gmmin		1 kg		18%		
			500 gm	-	18%		
11	Sulphur 85% DP		250 gm		18%		
		1	1 Kg 500 gm		18%		
12	Metarhizium Anisopolae 1.15%		1 kg		18%		
	WP (1x10 ⁸ CFU/gm)	*	500 gm		18%		
			250 gm		18%		
13	Trichoderma Harzianum 1.0%		230 gm		18% 12%		
	WP		500 gm				
			250 gm		12%	-	
			50 gm		12%		
4	HNPV Helicoverpoarmigera		100 LE		12%		
	0.5% AS (1x10 ⁹ POB/ml Min)		250 LE		18%		
	(2) FCO A	TITHO		NM DD	18%	<u> </u>	
1	Mycorhiza (Viable 10 spore/g)			NVI PR		1	
-	(viable to spore/g)		1 kg		5%		
		ŀ	2 kg		5%		
2	Chelated ZINC as Zn-EDTA		4 kg		5%		
	12%	1	500 gm		5%		
	Chelated Iron as Fe-EDTA 12%		100 gm		5%		
	one and as 10-EBTA 1270	}	500 gm		5%		
	Copper Sulphate (CuSO ₄ 5H ₂ O		100 gm		5%		
	24%	+	10 Kg		5%		
		-	5 Kg		5%		
		1	1 kg		5%		9
		-	500 gm		5%		
_	Magnese Sulphate 30.5%		250 gm		5%		
	Sulphate 30.5%	-	1 kg		5%		
		-	500 gm		5%		
			250 gm		5%		

		HSN		Basic		GST	PURCHAS
SN	Technical Name of Product	CODE	Packing	Rate	GST %	Amt	E PRICE TO MP AGRO
1	2	3	4	5	6	7	8 (5+7)
6	Inorganic Micro Nutrient	-	25 Kg		5%		
	Mixture For Soil Application		10 Kg		5%		
	(Granular/Powder) Zn 5%,Mn 1% Cu 0.5%, B 0.5% Powder.		5 Kg	-	5%		
7	Inorganic Micro Nutrient		5 Ltr		5%	 -	
	Mixture For Foliar Spray		1 Ltr		5%	-	
ļ	(Liquid) Zn 3%,Mn 0.5%,B		500 ml		5%		
	0.1%		250 ml		5%		
L			100 ml		5%		
8	Ammonium Molibdate 52%		100 gm		5%	-	
			50 gm		5%		
9	Sulphur 90% Powder		5 Kg		5%		
			1 kg		5%		
10	Magnesium Sulphate 9.5%		10 Kg		5%		
1			5 Kg		5%	7	
			1 Kg		5%		
11	Ferrous Sulphate 19%		10 Kg		5%		
l	(FeSO ₄ 7H ₂ O)		5 Kg		5%	-	-
			1 kg		5%		
			1 Ltr		5%	- · · · · ·	-
12	Liquid Consortia		500 ml		5%		

Sign and seal of the offereer

DECLARATION OF BLACKLISTING

/We M/s hereby declare that
either I/We nor our Start-up or a parent, subsidiary or associate Company under
irect or indirect common parent is/are presently not being placed on any Black list/
bebar/ Penalized by any Public Sector Company in India or by any Department of
tate or Central Government and that there is no pending inquiry by any Public Sector
ompany in India or by any Department of State or Central Government, against us or
parent, subsidiary or associate Company as aforesaid in India, in respect of criminal,
orrupt 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 offerer 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 thisd Pradesh State Agro-Industries Development Panchanan, 3rd Floor, Malviya Nagar, E Corporation' which expression shall unless r of include its successors and assigns on the control include its assigns, successors and assigns in the control includes its assigns, successors meaning there of includes its assigns, successors and assigns on the control includes its assigns, successors and assigns on the control includes its assigns, includes its assigns, includes its assigns, includes its assigns on the control includes its assigns its assigns on the control includes its assigns on the control includes its assi	Shopal, M.P. hereinafter referred to as repugnant to the context or meaning there one part. Daving its office at
order set out above. In this regard the decision industries Development Corporation Limited sh	ambiguities snall take precedence in the
For Supplier Name: Designation:	M.P. STATE AGRO INDUSTRIES
(Signature with Office Seal)	DEVELOPMENT CORPORATION LTD MANAGER MARKETING
·	
Witnesses: 1.	
2.	

FORMAT FOR SIGNING AUTHORITY ON THE FIRMS LETTER HEAD

M. Pa	he Manager, I.P.S.A.I.D.C, IIIrd Floor, anchanan Bhavan, Malviyia Nagar, hopal.
Sub : Reg	garding signing authority.
having of	or/ Partner/ Board of Director of the firm M/s
employee	e named Shri holding the position of
behalf of	in this organisation to sign in the RCO and related document on
(Signing p Name:	person on the document)
	ion and Seal.
Attested a	and authorised by:-
(Proprieto:	or/ Partner/ Board of Director)
	on and Seal
	Seal of the Firm

FORMAT FOR C.A. CERTIFICATE FOR TURN OVER

M/s		ks of accounts and other relevant records of			
	verification and as per the information and explanation given to us, we certify				
iina	ncial turnover of M/s	as under :-			
	Year	Turnover Rs In Lakhs			
	Financial Year 2021-22				
æ	Financial Year 2022-23				
	Financial Year 2023-24				
	Total				
		For Charted Accountant Seal and Signature			
Plac	ce:	UDIN Number			
Dat	e:				

(to be submitted on CA's letter head with UDIN Number)