



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

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

HO/ Horti /2010/

Dated

EXPRESSION OF INTREST FOR DEALERSHIP

This Corporation deals in sales & supply of various agriculture inputs since last 30 years through its strong marketing network in the State. The Corporation wishes to sale Agro Shading Net, Plastic Tagari, Bucket, Crates, Trays, HDPE Chain link, Meshes, HDPE Tree Gaurd, Root Trainer, Nursery Polythene Bags, Water Proof Tarpaulins, LDPE, HDPE, LLDPE Sheets for Pond Lineing, Mulch Films, Poly Pallets for Bag Storage Godowns, Vermi Compost Bed, Polyethylene Water Storage Tank in the state through its district offices & sale points. The Corporation wishes to become dealer of aforesaid items

The Corporation seeks Expression of Interest (EOI) from the Manufacturers for dealership above items.

For further details, please visit website www.mpstateagro.nic.in

Deputy General Manager
{ Horticulture }



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

EXPRESION OF INTEREST (EOI) FOR DEALER SHIP OF

Agro Shading Net, Plastic Tagari, Bucket, Crates, Trays, HDPE Chain link, Meshes, HDPE Tree Gaurd, Root Trainer, Nursery Polythene Bags, Water Proof Tarpaulins, LDPE, HDPE, LLDPE Sheets for Pond Lining, Mulch Films, Poly Pallets for Bag Storage Godowns, Vermi Compost Bed, Polyethylene Water Storage Tank

DUE ON 26.04.2010

PRICE OF THE DOCUMENT RS. 500/-
Rs. 550/- (by post)

Received with thanks a sum of Rs..... (Rupees... ..) only
vide M.R. No... .. Date... ..
Issued to M/s
.....

Deputy General Manager
{ Horticulture }
M. P. STATE AGRO INDUSTRIES
DEVELOPMENT Corporation LIMITED
BHOPAL

Last Date of purchase of Rate
Contract Offer Document 13.00 Hours on 26.04.2010

Last Date for submission of Rate
Contract Offer completed in all
respect in Offer Box 15.00 PM on 26.04.2010

Last Date of Opening of offer 16.00 PM on 26.04.2010



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ANNEXURE I

ELIGIBILITY CRATERIA

- (i) Offerer should be Manufacturer possessing valid license issued by DIC (District Trade & Industries Center) for manufacturing.
- (ii) In Case of ISI Mark Material the offerer must posses valid licence issued by Bureau of Indian Stansdard.
- (iii) Other necessary requirements for eligibility shall be as mentioned in Terms and Conditions of EOI document.

Dy. General Manager
{Horticulture}

ANNEXURE II

TERMS AND CONDITION FOR EOI

1. PRESENT SCENARIO:

The M.P. State Agro Industries Development Corporation Limited (The Corporation) having strong marketing network in all the districts of the state of Madhya Pradesh. The Corporation is in the field of marketing / selling of agriculture input /items through its district/ branches offices since last 30 years. The Corporation wish to get dealership from the manufacturer of Agro Shading Net, Plastic Tagari, Bucket, Crates, Trays, HDPE Chain link, Meshes, HDPE Tree Gaurd, Root Trainer, Nursery Polythene Bags, Water Proof Tarpaulins, LDPE, HDPE, LLDPE Sheets for Pond Lineing, Mulch Films, Plastic Poly Pallets for Bag Storage Godowns, Vermi Compost Bed, Polyethylene Water Storage Tank in order to sale these items through its marketing network.

This Expression of Interest is therefore invited in prescribed documents (EOI) to select the eligible manufacturer.

The Corporation may select one or more (any number) of eligible manufacturer for dealership in order to supply & sale of above said Items.

02. Eligibility criteria shall be as detailed in Annexure I.
03. General Information of the Offerer shall be as given in Annexure III.
04. Minimum Technical Specification required by the Corporation shall be as detailed in Annexure IV. Product details shall be submitted as per Annexure V (A and B).
05. Interested Manufacturer (Offerer) who wishes to supply and sale of items through this Corporation on the terms and conditions laid down by the Corporation (as detailed in EOI document) may apply in EOI as per the guideline mentioned herein.
06. Interested Offerer may submit an application on plain paper / letterhead to the office of the Managing Director of The M.P. State Agro Industries Development Corporation Limited, 3rd Floor Panchanan Bhawan Malviya Nagar Bhopal, on any working day up to 13.00 hours (1.00 pm) of **26.04.2010** on payment of cost of EOI document (non refundable) Rs.500/- (Five Hundred only). EOI document will be posted, if expressly so desired, at the risk of prospective firm, on payment of cost of EOI document Rs 550/- (Five Hundred Fifty only). The cost of EOI may be paid in cash or by way of a demand draft in favour of the M.P. State Agro Industries Development Corporation Limited payable at Bhopal.
07. It is mandatory for the Offerer to submit the EOI duly issued by the Corporation in favour of the Offerer, failing which EOI will not be accepted.

08. Individual signing the EOI and or any related documents will have to **attach proof of authority in original to sign on behalf of the Offerer.**
09. The EOI shall be submitted in a sealed cover super scribed with words "EOI for dealership to the Corporation for supply of Plastic items.
10. EOI complete in all respect (with all the required information / documents must be received by post or dropped in the EOI box kept in the office of the Managing Director of The M.P. State Agro Industries Development Corporation Limited, 3rd Floor Panchanan Bhawan Malviya Nagar Bhopal, by 15.00 hours (3.00 pm) on **26.04.2010.**
11. EOI received in the EOI box up to due date and time as mentioned in clause 10 shall be opened at 16.00 hours (4.00 pm) on **26.04.2010** in the presence of the representative of firms who wishes to be present. However if the date and time of opening of EOI is changed due to any unforeseen reason the revised date and time of opening will be displayed on the Notice board of the Corporation .
12. The Corporation will not be responsible for delay on any account in receipt of EOI. If the EOI are received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever, the same shall not be considered and the offers will be returned unopened. However the company fails to submit EOI within specified time may submit proposal as per condition 14. of This EOI.
13. **SURETY MONEY DEPOSIT (SMD):** Offerer has to deposit Rs. 25000.00 (Twenty five thousand only) as Surety Money Deposit (SMD) with EOI by way of demand draft in favor of "The M.P. State Agro Industries Development Corporation Limited." Payable at Bhopal.

Note: Firms whose undisputed SMD/EMD of Rs 25000.00 (Twenty five Thousand only) is already lying with the Corporation against Rate Contract offer of supply of above said items of previous year need not submit SMD again but documentary proof for such as detail of MR No, amount date should be given. This will be treated as SMD.

- (i) Surety Money of all unsuccessful Offerer will be returned.
- (ii) No interest is payable on the amount of Surety Money at the time of refund.
- (iii) Surety Money shall be forfeited if the offer is withdrawn.
 - a. At any time prior to its rejection,
 - b. Before or after the acceptance is communicated to the Offerer.
 - c. If the selected Offerer fails to execute the agreement within prescribed time limit.
- (iv) The SMD 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.

- (v) SMD 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 EOI document.
14. **OPEN ENDED PROCEDURE:** EOI is open ended. Manufacturers who could not submit proposal for dealership to the Corporation on due dates as mentioned in page no 2 may give an application to the Managing Director of the Corporation along with necessary documents and details as per **annexure III & VIII. The** Managing Director reserves the right to accept or reject such application without assigning any reason thereof.
If the application received as above is accepted by the Managing Director, EOI documents will be issue, EOI dully filled in as per instruction along with all the required document shall be submitted within 30 days from the issue of EOI, failing which no offer from the same manufacturer will be entertained.
15. **EOI DOCUMENTS:** The firms interested to submit EOI is expected to read carefully all instructions, conditions and annexure of EOI documents, agreement format, specifications and schedules in the EOI document. Failure to comply with the requirements of the EOI submission shall strictly be at the offerer's risk. Proposals/ Offers which are not substantially responsive to the requirements of the EOI shall be rejected with out assigning any reasons.
16. **Submission of Required Information and Document** It is obligatory for the Offerer to submit all the required information and necessary documents (after self attestation) as mentioned in **Annexure VIII** and else where in EOI.
17. **DISPLAY & DIPOSITION OF SAMPLES:** One sample of items offered should be submitted by the Offerer along with complete nomenclature, literature & write-up. Corporation may decide to examine / check the samples by his officers or through recognized laboratories as decided by Managing Director of this Corporation.
18. An affidavit as detailed in Annexure VII is to be submitted.
19. Rates: Rates to be submitted in annexure IX.
20. EOI shall remain valid and open for acceptance for a period of 180 days from the opening of EOI.
21. **BRAND NAME:** The Offerer shall have to declarer about brands under which it has permission for manufacturing offered items. Regarding brand name, certificate of brand name, if any, issued by competent authority for this purpose may be enclosed; however the Corporation will not be liable for any dispute on account of brand name or of any kind.
22. **INSPECTION:** The Managing Director may decide to inspect the Production / Quality Control Facilities of the firm before or after the

execution of agreement. If any time it is found that the information submitted by Offerer is not according to the documents submitted and the supplier does not possess adequate facilities of production / quality control as submitted the Managing Director reserves the right to reject the offer or terminate the agreement at any point of time.

23. **SELECTION OF FIRMS:** The Managing Director of the Corporation will decide the modus operandi for the selection of Offerer for dealership. It should be noted that the Corporation may select one or any number of firms to get Dealership. The decision of the Managing Director of the Corporation shall be final and binding to the Offerer.

24. **RATES**

- 1 The Offerer should quote final selling rates to customer through office of District Manager of this Corporation, inclusive of all applicable taxes duties, including 5% margin payable to the Corporation in Annexure IX A
- 2 Complete Break up of Price & Tax Should be given along with the offer as per **Annexure IX B**.
- 3 The offerer should quote their lowest price, in accordance to the condition mentioned in **clause No. 5 of the agreement**.
- 4 Offerer must enclose self certified copy of manufactures Printed list of Maximum Retail Price (MRP) to authenticate the offered price.
- 5 The rates must be quoted both in words and figures free from all escalations F.O.R. destination up to block head quarter through office of District Manager of this Corporation, inclusive of all taxes and duties, cost of insurance, transportation packing loading un loading & 5% Corporation margin in annexure IX A & B. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered
- 6 Rates should be valid during the currency of contract i.e. till the new rates are fixed. However escalation in the price may be allowed as per **clause no 6 of the agreement**.
- 7 If the offerer / manufacturer are holding a rate contract with any Govt. / Semi Govt. Institutions copy of the same should be submitted along with the offer.

25 **NEGOTIATIONS:**

It is clarified that normally, no rate negotiation will be done and therefore the offerer should quote their lowest prices only. However the Managing Director of the Corporation may decide to give counter offer of the lowest rate as decided by him.

24. **EXECUTION OF AGREEMENT:**

The Corporation will intimate the selected Offerer regarding acceptance of the offer and request him to execute an agreement for dealership in the given time limit. The Selected Offerer will have to execute an agreement (in the draft as given in Annexure X), on Non Judicial Stamp paper of Rs 100/- (cost to be born by the Offerer)., failing which it will be presumed that the Offerer is not interested in appointing the Corporation as Dealer and his EOI will be treated as withdrawn and SMD will be forfeited. **The Corporation reserves the right to enter into agreement with one or more firms for dealership.** After having executed the agreement all such Offerer will be called as Supplier

25. **SUPPLY AND PAYMENT CONDITON:** The proposed Supply and payment condition are elaborated in the draft agreement as per Annexure X. The offerer must declare his Supply, Payment, condition for the Corporation . The conditions offered by offerer must be equivalent and consistent with their prevailing conditions to other dealers of the State. The Corporation is not bounded to abide all the condition mentioned by offerer. However the Corporation may negotiate on the Rates, Supply and Payment condition and finalize it for further agreement.
26. The Corporation will work on the Terms & Condition of EOI & Agreement. Submission of EOI shall deem to be the acceptance by the Offerer of the all the terms and conditions contain herein.
27. The Managing Director of the Corporation reserves the right to accept or reject any or all the offers without assigning any reason whatsoever at any time prior to the award of the contract, without incurring any liability to the affected offerer and any obligation to inform the affected offerer of the grounds.
28. **PURCHASE PREFERANCE:** 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 Manufacturers who belong to the SC/ST category. A self certified photocopy of certificate issued by competent authority.
29. The decision of the Managing Director of the Corporation shall be final and binding to the offerer in case of any dispute.
30. The Managing Director of The Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred).
31. Corporation shall become Authorized Dealer of the company after execution of agreement with the company during the currency of agreement.

32. Submission of EOI shall deem to be as acceptance by the Offerer of the all the terms and conditions contain herein and the Offerer is satisfied with the scope of work. Under taking as per **Annexure VII** should be given.
33. Managing Director of the Corporation reserves the right to amend or replace or change any condition without any notice.
34. Arbitration: In case of any dispute arising between the firm and Corporation the matter shall be referred to Managing Director of the Corporation, who will act as sole arbitrator finally passes his verdict, which will be binding, to supplier and Corporation.
35. Only Bhopal Court shall have jurisdiction.

Deputy General Manager
{Horticulture}

ANNEXURE III

GENERAL INFORMATION ABOUT THE OFFERER FIRM

01.	Name & Address of the Offerer firm
02.	If Proprietorship
	a) Name of Proprietor
	b) Full Address
	c) PAN number
03.	If Partnership	
	a) Name of partners and their address	1. 2. 3.
	b) Is partnership deed registered If yes then date of registration (attach copy of deed)	Yes / No Date.....
04.	Is Limited or Pvt. Limited Company under Indian Companies Act 1956.	Yes / No Please state the following.
	Limited or Private Limited	
	Registered Office Address	
	Date of Certificate of in Corporation	
	Memorandum & article of Association	
05.	Location of Production units	
06.	Year of Establishment of the units.	
07.	Manufacturing License no.	
	Production capacity enclosed copy of certified production capacity issued by competent authority	
08.	Copy of latest return filed with income tax department	
09.	Copy of TIN	
10.	Audited Balance Sheet with P&L account for last three year	Turnover as certified in the audited balance sheet
	2006-2007 (audited)	
	2007-2008 (audited)	
	2008-2009 (audited)	

Seal & Signature of Offerer

Note: Separate sheet may be used if necessary.

ANNEXURE IV

MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS

A. Plastic Crates & Trays:

Plastic Crates (as per IS 15532:2004 with up to date amendments) & Trays should be made by Virgin quality U V Stabilized HDPE or U V Stabilized Polypropylene- PP Copolymer Granules. Other Details of offered model should be given by the offerer as per Annexure V-A

B. Unbreakable Plastic Tagari / Bucket :

Unbreakable Plastic Tagari, Bucket should be made up of U V Stabilized Polypropylene- PP Copolymer Other Details of offered model should be given by the offerer as per Annexure V B

C. Root Trainer:

Root Trainer should be made up of virgin injection grade polymer, black colour. Other Details of offered model should be given by offerer as per Annexure V C.

D. Water Proof Tarpaulins-

- i. Textiles- Tarpaulins Made from HDPE woven Fabric(as per IS with up to date amendments) 7903:2005)
- ii. Multilyered Cross Liminetd Sheets and Tarpaulins (as per IS 14611:1998 with up to date amendments)
Other Details of offered model should be given by the offerer as per Annexure V D

E. Pond Lining & Mulch Films

Multuilyered cross lemineted Sheets (as per IS 14611:1998 with up to date amendments)/ Low density polythylene (LDPE) Films (as per IS 2508: 1984 with upto date amedments)/ High Density Polythylene (HDPE) Films (as per IS 10889: 2004 with upto date amedments) / Liner Low density polythlene (LLDPE) Films (as per IS14500:1998 with up to date amendments)usefull for pond lining/ Mulching should confirm the requirements as per relevent BIS standerd./ HDPE Geo Membrane Films usefull for pond lining/ Mulching should be made upof U.V. Stablized vargin quality garnuals.Other Details of offered model should be given by the offerer as per Annexure V E

F. Poly Pallets for Bag Storage Godowns (As per IS 13664:1993)

The Polly Pallets should be as per IS 13664:1993 with upto date amedments. Other details of offered model should be given by offerer as per Annexure V F

G: Water Storage Tank

Polyethylene Water Storage Tanks may be Circular / Rectangular type of different capacity and must be ISI marked (IS: 12701:1996 Rotational Molded Polyethylene water storage tank). Other Details of offered model should be given by the offerer as per Annexure V G

H: U V Stabilized Agro Shading Net

Agro shade made up of Virgin U V stabilized HDPE threads. Other Details of offered model should be given by the offerer as per Annexure V H

I: Vermi Compost Bed

The vermi compost bed should be as per IS 15907:2010 with upto date amendments. Other Details of offered model should be given by the offerer as per Annexure V I

J: Plastic Chain link / Meshes / Tree Gaurd:

Plastic Chain link / Meshes / Tree Gaurd should be made up virgin quality of HDPE / Polypropylene granules and should be U V stabilized properly to withstand exposed sun rays. Other Details of offered model should be given by the offerer as per Annexure V J

K: Nursery Polythene Bags:

Nursery Polythene Bags made from HDPE virgin material quality confirming to IS 9738/2003 with up to date Amendments. Other Details of offered model should be given by the offerer as per Annexure V K.

Note : Prefrance will be given for ISI mark material.

ANNEXURE V

TECHNICAL SPECIFICATIONS OF ITEMS TO BE SUBMITTED BY OFFERER

A. PLASTIC CRATES / TRAYS

SNO.	PLASTIC CRATE/ TRAY	Material	Minimum Specification				
			Model No	Outer Dimensions L x W x H	Inner Dimensions L x W x D	Capacity in Liters	Weight in Gms per unit

B. Unbreakable Plastic Tagari/ Bucket

SNO.	Unbreakable Plastic Tagari/ Bucket	Minimum Specification						
		Model No	Outer Diameter	Inner Diameter	Height	Thickness	Weight in Gms	Capacity in Ltrs
1	Tagari							
2	Bucket							

Unbreakable Plastic Tagari & Bucket should be made up of U V Stabilized PP Copolymer Polypropylene

C. Root Trainer

No of Cell	Capacity	Wall thickness	Length mm	Top diameter mm	Length of tube up to first tapering mm	Length of tapered portion	Diameter of bottom taper	Number of vertical internal ridges	Thickness of the internal ridge	Material

D & E. Water Proof Tarpaulins, Mulch Film, Pond Liner

SNO.	Tarpaulins / Laminated Sheets / Covers Etc	Minimum Specification				
		Material	Thickness in Microns	weight in Gms /Sq M	Colour	Available Size W X L

F. Poly Pallets for Bag Storage Godowns (As per IS 13664:1993)

Sno	Poly Pallets Type	Minimum Specification			
		Model No	Dimensions in mm L X W X H	Weight	colour

G: ISI Mark Polyethylene Water Storage Tank

Sno	Model	Capacity in Ltrs.	Dimensions	Total Weight

H. U V Stabilized Agro Shading Net

SNO.	Minimum Specification			
	Shade %	weight in Gms /Sq M	Colour	Available Size W X L

I: Vermi Compost Bed

Sno	Size LXWXD	Colour	Material (as per IS 15907:2010)		Number and type of support pocket to keep the bed Erect		Net windows for ventilation		Bottom Out let
			Material	Sheet Gauge	No	Type	No	Size	Size

J. U V Stabilized HDPE Chain Link / Meshes / Tree Gaurd

SNO.	Chain Link / Meshes / Tree Gaurd	Minimum Specification			
		Meshes Size (square / hexagon)	weight in Gms /Sq M	Colour	Available Size W X L

K: Nursery Polythene Bags:

SNO.	Minimum Specification				
	Colour	Size	Thickness in Microns	weight in Gm	No of Piece per Kg

Seal & Signature of the Offerer.

Note: Separate sheet may be used if necessary.

ANNEXURE VI

**Details of Manufacturing / Quality Control Facilities
(Infrastructure facilities)**

A. LIST OF SELF MANUFACTURED COMPONENTS

Sno	Components	Method of Production	Details of Infrastructure facilities can be submitted separately
1			
2			
3			
4			
5			
6			

B LIST OF COMPONENTS / PARTS NOT MANUFACTURED BY THE OFFERER & BUT PROCURED FROM OTHER MANUFACTURERS COMPANIES

Sno	Components	Name of supplying Company	Brand	BIS specification no if any

If the offerer firm is not manufacturing some components complete details in the above format should be given. In case agreement signed with such manufacturer for assuring supply of such components during the current year the same should be submitted along with the offer.

C. Details of Quality Control Facilities & Qualification and Experience of Key Person engaged Production & Quality Control in the firm from one or more years.

Sno.	Name	Designation	Qualifications	Experience

Note:

1. *Separate sheet may be used if necessary*
2. *Write up on infrastructure facilities should be given separately.*

ANNEXURE VII

AFFIDAVIT

We.....hereby offer for the supply of conforming to the Specifications as mentioned in EOI.

We undertake to supply such quantities of material as per Specification as mentioned in EOI, as we may be called upon to supply and 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 undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition. In case of any dispute or discrepancy in the submitted rates we will be sole responsible. In such cases the Corporation will be free to recover the losses or impose penalties as decided by the Managing Director of the Corporation.

We hereby agree to abide by and fulfill all the terms and conditions of contract annexed hereto and in default there of 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. 25,000.00 (Twenty Five thousand only) in the form of Demand draft or any of the form specified in the agreement of EOI Documents is herewith forwarded as Surety Money Deposit which shall be retained by The MP State Agro Industries Development Corporation Limited.

"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.

SIGNATURE OF THE ACCEPTING AUTHORITY

Note: Latter of acceptance of offer is to be submitted on non judicial stamp of Rs 50.00

ANNEXURE VIII

DOCUMENTS REQUIRED TO BE ENCLOSED

1. Self Certified documents of legal structure of the offering firm (i.e. Proprietorship / Partnership / Pvt. Ltd. / Limited Company.)
2. Manufacturing license issued by DTIC for manufacturing of Offered items.
3. Self Certified Copy of Valid BIS license if offer for ISI Marked is given.
4. SMD as per clause 13.
5. If Manufacturer is registered in DGS & D, self Certified Photocopy of registration with DGS & D as approved supplier along with approved rates.
6. Self certified photocopy of TIN.
7. Details of District wise authorized Dealer / Distributor in Madhya Pardesh along with their name address contact person telephone number and TIN should be given.
8. Self certified adequate literature, Photograph, leaflet of technical details manual etc.
9. Infrastructure details / Manufacturing facilities/ Quality Control details Production capacity as per Annexure VI (enclose copy of certified production capacity issued by competent authority).
10. If Manufacturer is registered / having agreement in other states for supply of above said items by any govt. / semi govt. agency, self Certified Photocopy of registration / agreement along with approved rates. If the firm is not having registration / agreement in other state an undertaking should be given.
11. Self certified photocopy of latest test certificate for Material identification, Melting Flow Index (MFI), Density, Strength, Specific Weight Dimension Etc from any recognized testing Lab.
12. Copy of the latest return filed with Income Tax Department.
13. Audited Balance Sheet with P & L account for last three year (for year 2006-2007, 2007-2008, 2008-2009)
14. Details of spare parts / accessories / kits to be supplied with the products.
15. Affidavit as per Annexure VII.
16. Samples of all the items for which firm is interested to supply through this Corporation along with detail specification.
17. Details of Warrantee Schedules of each item should be submitted.

B. PRICE BREAK UP OF RATE SUBMITTED BY OFFERER FIRM

If Supplier is Billing from Madhya Pradesh State

SNo	Item	Model	Supply Price to Excluding VAT (Basic Price)	Value Added Tax (VAT) on Basic Price		Tax Paid Supply Price to Corporation as per Annexure VII-B (4+5)	Margin /Commission offered to the Corporation		Vat On Margin		Final Retail selling Rate to customer Including of all tax & offered margin to Corporation through Corporation Branch office FOR destination as per Annexure IX-A (6+7+8)	MRP inclusive of all as per Annexure IX A
				%	Amount		%	Amount	%	Amount		
1	2	3	4	5		6	7		8		9	10

If Supplier is Billing from out of Madhya Pradesh State (any other State Other Than M.P.)

SNo	Item	Model	Tax Paid Supply Price to Corporation as per Annexure VII-B	Entry Tax if applicable		Margin /Commission offered to the Corporation		Total (4+5+6)	VAT on Column No 7		Final Retail selling Rate to customer Including of all tax & offered margin to Corporation through Corporation Branch office FOR destination as per Annexure IXA (7+8)	MRP inclusive of all as per Annexure IX A
				%	Amount	%	Amount		%	Amount		
1	2	3	4	5		6		7	8		9	10

ANNEXURE X

DRAFT OF AGREEMENT FOR DEALERSHIP

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.....
..... acting through its , Designation.....
(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 Expression of Interest (EOI) offer for dealership of on the terms and conditions envisaged in the terms schedule issued with the EOI Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every terms and conditions contained in the EOI and in agreement, while submitting his offer. The supplier has agreed to supply of quality materials and equipments on the terms and conditions of this agreement to the Corporation .

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance 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 agreement as under.

- 1- This agreement shall be operative with effect from the date of execution of this agreement and will be valid till 31.03.2011 or till the date of execution of another agreement whichever is later. This agreement also supersedes/terminates previous contract, if any. Further the supplier

shall have no right to claim damages on account of suppression /termination of such previous contract.

2. This agreement shall remain in force till 31st March 2011 or till the date the new agreement is executed whichever is later. The Corporation reserved the right to extend the period of the agreement further one year on the same terms and conditions on mutual consent with supplier if considered necessary with.

3. **SURETY MONEY DEPOSIT**

The Supplier has Deposited Surety Money Deposit (SMD) of Rs 25000.00 (Twenty five thousand only) as per **clause 13 of EOI**.

- (i) The SMD 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.
- (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 EOI document.

4. **Rates**

- 4.1 The final selling rates of the items are mutually agreed between by Corporation & offerer and mentioned in Annexure to agreement will be part of the agreement. The supplier shall have to bear all the charges up to the destination, including the charge of transit insurance etc. if any.
- 4.2 The rates mentioned in Annexure to agreement are final selling rates to customer through office of the District Manager of this Corporation , inclusive of all applicable taxes duties and cost of installation (if any), including margin payable to the Corporation .
- 4.3 The prices of items submitted by the Supplier from time to time and accepted by the Corporation will be the part of this agreement. The Supplier is free to amend (Increase / Decrease) Prices of item offered during the period of agreement as per **clause no 6**.
The rates shall however, be made applicable only after approval by the Managing Director of the Corporation.
- 4.4 In case of revision of price list of the product, supplier shall have to submit each time their revised prices as per Annexure IX (A, B). The revised price will become the part of the agreement after acceptance by the Managing Director of the Corporation. The revised price will come in force from the date of issue of circular.

5. **REASONABILITY OF RATES:**

- (i) Offerer shall have to offer his lowest rates for the offered item and it should be strictly in accordance with the clause mentioned below.
- (ii) The price charged for material or accessories supplied under this contract by the offerer shall in no event exceed the lowest price at which the offerer sells the material or accessories of identical description to any other person /organization/ government department/Govt. Corporation / or any Govt. body in M.P. during the period till performance of all orders during the currency of contract is completed.
- (iii) The supplier shall ensure to supply material to any other Customer in Madhya Pradesh equals to the rates, terms and condition agreed to the Corporation, if the supplier offered rates and / or better terms to any customer lower than the rates, terms and condition agreed upon, the same will be informed to the Corporation besides pass on the same benefit to the Corporation. If such eventually without informing to the Corporation the loss whatsoever will be deducted from the supplier's running bill. Such loss calculated by the Corporation will be firm and final.

6. **PRICE ESCALATION CLAUSE:**

Price escalation may be allowed only if any variation in the rates of Raw material, services related to production & supply, Excise duty, Central or State Sales Tax or any other statutory levies. The Supplier has to submit relevant documents justifying the variation. The variation in rates may be effected only if it is approved by the Managing Director of the Corporation.

7. **PLACEMENT OF ORDER**

The Head office /Regional Manager / District Manager of the Corporation shall place purchase order to the supplier.

8. **SCHEDULE AND MODE OF SUPPLY / DELIVERY**

- (a) The supplier has to supply and deliver the ordered quantity within 20 days of receipt of order from the Corporation. Failure on the part of the supplier for timely supply, shall lead to forfeiture of Security Deposit and the offer shall stand cancelled and agreement terminated. Corporation can also claim loss of goodwill as deemed fit by it and the same shall be payable by the supplier.
- (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 supplier who shall make good the entire loss suffered by the indenting authority. The Managing Director will assess and intimate the supplier the extent of loss, and the same will be acceptable to the supplier. The supplier

shall ensure that the ordered materials are being supplied by him well in time so as to reach to 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 EOI and elsewhere in the offer 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 supplier 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) Offered Item may be 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 / Head Office of the Corporation .
- (e) Relevant L.R. shall be sent free and direct to the consignee (s) freight paid. The order number of the Corporation should be mentioned in the bill, against which the material is supplied.
- (f) The goods must be moved with transit insurance (to be done by supplier). 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 consignment shall be sent to the consignee(s) through District Manager office of the Corporation, securely packed so as to withstand rough handling and protection from vagaries of nature during transit.
- (h) The dispatch of consignment shall be immediately communicated to the indenting Regional Manager of Corporation and consignee with the relevant details of L.R. and Bill No etc.

9 **SUPPLY THROUGH AUTHORISED DISTRIBUTOR:**

If the Manufacturer wishes to supply and payment of items through authorized distributor he may appoint his authorised distributor for the same. However supply through distributor may be allowed only after due approval of the Managing Director of this Corporation.

10 **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).

11 **WARRANTEE:**

- (i) The supplier has to declare their Warrantee Schedules. Item supplied by the supplier shall carry warrantee as per warrantee schedules declared by supplier against any manufacturing defect from the date of Installation. However the warrenty should be at least of one year from the date of supply. 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 loses 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.

12 **TRAINING:**

The supplier shall 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.

13 **AFTER SALE SERVICE:**

- a. The company must provide free sales service after sales to the farmers for during warranty period through their authorized dealer / distributor.
- 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 supplier shall keep necessary stock of such fast/slow moving parts on consignment with this Corporation {MP Agro} or their dealers. Quantity and location of stocking points of such items shall be decided by the supplier 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.

14 **RIGHT TO REFUSE/REJECT THE SUPPLIES:**

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

15 **QUALITY INSPECTION:**

Corporation and Director of Agriculture Engineering, Govt. of M.P. or its authorized representatives shall be free to conduct inspection of items supplied/ to be supplied at any stage including inspection before dispatch from manufacturing unit. Random checking system shall also be used to ensure supply of quality material. The cost of such testing including cost of material shall be borne by the supplier.

16 **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 offerer 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 offerer and offerer shall be bound to refund the amount received in lieu of such defective supplies made by the offerer.

17 **PAYMENT:**

- (a) The Corporation will make the payment of the Material to the supplier only after receipt of bills along with satisfactory report duly signed by the consignees as well as receipt of payment from the Consignee. Normally it may take 15 days to release the payment from the date of receipt of payment and satisfactory report of material supplied.
- (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 after deducting Corporation margin immediately on receipt of documents of acknowledgement in good condition.

- (c) As mentioned in the {b} above, remaining amount which will come by way of subsidy from the government shall be payable within 15 days on receipt of the same by the Corporation.

18 **RANDOM TESTING OF COMPONENTS:**

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

19. **DOCUMENTS / INFORMATION WHICH ARE PARTS OF THIS AGREEMENT**

The following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the EOI
- b) Specifications of material.
- c) The letter of acceptance issued by Corporation dated.....
- d) The letter of undertaking and acceptance as per annexure VII
- e) The Documents / Information submitted by the supplier at the time of EOI.
- f] The rates mentioned in annexure to agreement as per clause 4.

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 case any false information submitted by supplier and it come in notice of Corporation at any point of time, the Managing Director can terminate the agreement. The Managing Director of The Corporation reserves the right to impose penalties at his discretion. In this regard the decision of Managing Director, M.P. State Agro-Industries Development Corporation Limited shall be final.

- 20 Managing Director of the Corporation reserves the right to amend or replace or change any condition without any prior notice.

21 **FORCE MAJEURE CLAUSE:**

If any time during the currency of contract the performance in whole or in part by either party or any obligation under this contract shall be prevented /delayed by reasons of any war, hostility, acts of the public enemy, civil commotions sabotage, fire, floods, explosions, epidemics,

quarantine, restrictions, strike, lockouts or acts of God (hereinafter referred to as eventualities) then neither party will be way of such eventuality be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such nonperformance or delay in performance (provided notice of the happening of any such eventualities is given by either party to the other within 21 days from the date of occurrence thereof) Deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or ceased to exist.

22. Only Bhopal Courts shall have the jurisdiction in the event of any litigation between the parties to this agreement.

In witness where of the parties here into set there respective hands above written here into this date to the agreement.

For Supplier

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.....
.....

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT Corporation
LIMITED

Signature with Office Seal

DY. MANAGER
MARKETING

Witnesses

1.

2.

Witnesses

1.

2.