



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

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL
Phone (0755)- 2551652, 2551756, 2761392, Fax: 0755-2557305
website www.mpstateagro.nic.in

**NOTICE INVITING FOR OPEN ENDED
RATE CONTRACT OFFER (RCO) FOR THE YEAR 2009-10 AND ONWARDS**

Sealed offers are invited for supply of following Items for the year 2009-10 and onwards as per the terms and conditions mentioned in the Rate Contract offer Document (RCO).

Sno	Item	Due Date	Earnest Money Deposit	Eligibility
1	2	3	4	5
1.	Tractor / Power Drawn Agriculture Implements	06.07.09	20000.00	Manufacturer

Rate Contract Offer documents, and other details can be obtained during working hours on payment of Rs. 500.00 through representatives (Rs. 550.00 if required by post /courier) up to 1.00 pm on due date along with Earnest Money Deposit in the form of Demand Draft favoring this Corporation payable at Bhopal shall be received in the Offer Box kept in the Marketing Section of the above office up to 3.00 PM on due and shall be opened at 4.00 PM on the same day in presence of offerers or their representative who wish to be present.

The offer is open ended up to 31.3.2010. Offer can submitted after due date & time as per terms & conditions of RCO. For further details, please visit our website www.mpstateagro.nic.in

Manager Marketing



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

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

**OPEN ENDED RATE CONTRACT OFFER (RCO) FOR SUPPLY OF
TRACTOR / POWER DRAWN AGRICULTURE IMPLIMENTS
FOR THE YEAR 2009-10 AND ONWARDS**

RATE CONTRACT OFFER DOCUMENT

RATE CONTRACT OFFER NO HO/ MKT/TRAC/ 2009/ DATED

Price of Document 500.00 each
550.00 by Post

Section Marketing

DUE ON 06.07.2009 at 3.00 PM

Manager {Marketing}

THE M. P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION
LIMITED



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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

RATE CONTRACT OFFER (RCO) FOR SUPPLY OF TRACTOR / POWER DRAWN AGRICULTURE IMPLIMENTS FOR THE YEAR 2008-09 AND ONWARDS

DUE ON 06.07.2009

Received with thanks a sum of Rs.....
(Rupees.....) only vide
this office M. R. No.....Date.....issued to
M/S..... ..towards the cost of the
offer document.

Manager {Marketing}

THE M. P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION
LIMITED BHOPAL

Last Date of issue of Rate Contract Offer Document	1.00 PM on 06.07.2009
Last Date for submission of Rate Contract Offer completed in all respects in Offer Box	3.00 PM on 06.07.2009
Last Date of opening of offer	4.00 PM on 06.07.2009



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

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

LIST OF ANNEXURE OF RATE CONTRACT OFFER DOCUMENT

SNO	PARTICULER	ANNEXURE NO	NO OF PAGES
1	ELIGIBILITY OF OFFERER	ANNEXURE I	
2	GENERAL CONDITION OF RATE CONTRACT	ANNEXURE II	
3	LIST OF IMPELEMENTS REQUIRED BY CORPORATION	ANNEXURE III	
4	LETTER OF UNDERTAKING AND DECLARATION	ANNEXURE IV	
5	LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER	ANNEXURE V	
6	FINANCIAL OFFER FORM	ANNEXURE VI	
7	PRICE BREAK UP OF RATE OFFERED	ANNEXURE VI A	
8	DRAFT AGREEMENT	ANNEXURE VII	
	Total No of Pages		

ANNEXURE I

ELIGIBILITY OF OFFERER

M.P. State Agro Industries Development Corporation Ltd. (Corporation) invites Rate Contract Offer (RCO) for supply of Tractor / Power Drawn Agriculture Implements from offerer who qualifies for Rate Contract under the prescribed terms and conditions.

Eligibility of offerer :

- (i) Offerer should be Manufacturer of Power / Tractor Drawn implement possessing valid license of manufacturing, issued by any District Industries Center or any other Govt. Department. In case of Distributor Certificate from the Manufacturer authorizing to participate in the RCO ***(Self Certified Copy of documents supporting the same to be submitted)***
- (ii) Other necessary requirements for eligibility shall be as mentioned in Rate Contract Offer document (RCO)
(Self Certified Photo Copy of documents supporting the same to be submitted as detailed in Annexure V)

Manager {Marketing}

ANNEXURE II

GENERAL CONDITION OF RATE CONTRACT

1. **PURCHASE OF RCO:**

- 1.1 RCO can be obtained on payment of Rs. 500.00 (*non refundable*) and in case the documents are required by post a sum of Rs. 50.00 will be charged extra up to 1.00 p.m. of 06.07.2009. However, corporation will not be responsible for any kind of delay in postage.
- 1.2 The RCO form will be available in the Office of Managing Director M.P. State Agro Industries Development Corporation Limited Panchanan, Building 3rd Floor, Malviya Nagar, Bhopal on or before 06.07.2009 up to 1.00 PM during office hours.
- 1.3 It is mandatory for the offerer to submit the offer in RCO duly issued by the Corporation in favour of the offerer, failing which no offer will be accepted.

2. **Quoting Rates:**

- 2.1 The Offerer should quote final selling rates to customer through office of District Manager of this Corporation, inclusive of all applicable taxes duties and cost of installation (if any), including margin payable to the Corporation. Rates should be given in Annexure-VI & VI -A.
- 2.2 The prices for Tractor / Power Drawn Agriculture Implements submitted by the Supplier from time to time and accepted by the Corporation will be the part of this RCO for year 2009-10 and onwards. The Offerer is free to amend (Increase / Decrease) Prices of item offered during the period of Rate Contract (*as per clause 4 &20*). The rates shall however, be made applicable only after their approval by the Managing Director of the Corporation.
- 2.3 Complete Break up of Price & Tax Should be given along with the offer as per Annexure VI-A.
- 2.4 The offerer should quote their lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition.
- 2.5 The price charged for the material or accessories supplied under this contract by the offerer are the prices on which Corporation and Offerer have agreed upon. The offerer himself or through his dealer, is free to give discounts to the farmer on the agreed price. About such discount the company will inform well in advance to the Corporation, so as to enable Corporation to pass on the same discount to their customers also.

- 2.6 Offerer must enclosed self certified copy of manufactures Printed list of Maximum Retail Price (MRP)
- 2.7 Rates should be quoted both in words and figures for the supply on F.O.R. Destination up to Block Head Quarter in Madhya Pradesh including all taxes and levies and margin payable to the Corporation. However, rates submitted to this Corporation should not exceed the rates circulated by any other government agency like SMIC or Director, Agriculture Engineering etc.
- 2.8 It should be mentioned clearly that Rates are against Form “C” or without from “C”. If the rates are against 'C' form the Corporation will issue 'C' form.
- 2.9 The Rate Contract will be valid up to 31 March 2010 and onwards till the new agreement is executed against New RCO of the same items.
- 2.10 In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered.

3. **Submission of offer:**

- (i) Not more than one offer will be accepted from any offerer. If any individual participating in the offer, representing more than one firm in one or different names and it comes to our knowledge at any point of time, all such offer will not be entertained and shall be liable for rejection.
- (ii) Individual signing the offer and or any related documents will have to **attach authority in original to sign on behalf of the offerer.**
- (iii) The financial offer should be in the prescribed format, as per **Annexure-VI** accompanied with all necessary documents as per **Annexure V** and else where mentioned in RCO document.
- (iv) Offer form should accompany with a demand draft of Rs 20000.00 (Twenty thousand only) as Earnest Money Deposit (EMD) in favor of **“The M.P. State Agro Industries Development Corporation Limited.”** Payable at Bhopal. **No offer will be entertained without deposit of desired amount of EMD.**

Note: *Offerers whose undisputed EMD of Rs 20000.00 (twenty Thousand only) is already lying with the Corporation against Rate Contract offer of supply of Tractor / Power Drawn Agriculture Impalements of previous year need not submitted EMD again but documentary proof for such as detail of MR No, amount and date should be given.*

- (v) The envelope containing complete RCO should be clearly superscripted as **"Offer for supply of For the year 2009-2010 & onwards"**

- (vi) Offer should be completed in all respect should be deposited in the offer box kept in the **Marketing Section**" of this office up-to 3.00 PM on 06.07.2009
- (vii) When the RCO is delivered through special messenger, the same should be deposited in the offer box as per clause 3 (vi). Nobody is authorized to receive or issue receipt for the offer, delivered through special messenger.
- (viii) The Corporation will not be responsible for delay on any account in receipt of Rate Contract Offer Documents. If the offers 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 offerer can apply again as per clause 6.(Open Ended)
- (ix) Submission of the RCO shall be deemed to be the acceptance by the offerer of all the Terms and Condition herein.
- (x) TELEGRAPHIC OFFERS SHALL NOT BE ENTERTAINED.

4 **NEGOTIATIONS:**

The Corporation is working (supplying agriculture inputs) under the policies laid down by the Govt. of Madhya Pradesh. Presently as per the free rates system, the Corporation is not fixing / negotiating prices of items. However if the State Govt. changes or amend any terms / policies, the Managing Director of the Corporation may decide to give counter offer of the new /lowest rate as decided by him as per the policies of the State Govt.

5. **OPENING OF OFFER:**

Offer received in the offer box up to due date and time as mentioned in clause 3 (vi & vii) shall be opened at 4.00 PM on 06.07.2009 in the presence of the offerer who wish to be present. However if the date and time of opening of offer is changed due to any unforeseen reason the new date and time of opening will be displayed on the Notice board of the Corporation.

6 **Submission of Offer After due Date & time (Open Ended Policy)**

RCO is an open ended document, if the offerer is not able to submit his offer well in time, he can submit the offer along with a special registration fee and pre-requisite documents up to 31.03.2010 as under:-

- (i) Offerer will have to apply to the Managing Director of this Corporation for Rate Contract along with the required document as per eligibility clause no. 1 to 3.

- (ii) The Application should be accompanied with the cost of document Rs. 500.00 (Rs. 550.00 if desired by post).
- (iii) Other than the cost of RCO document offerer will have to deposit special registration fee of Rs 10,000.00 in addition to EMD by way of Demand Draft (Nationalized bank) in favour of this Corporation payable at Bhopal. **This amount of special registration fees is non refundable.**
- (iv) The Managing Director of this Corporation reserve the right to accept or reject such application without assigning any reason thereof.
- (v) If the application received as above is accepted by the Managing Director of the Corporation, RCO will be issued, RCO dully filled in as per instruction along with EMD of Rs 20,000.00 (Rs. Twenty thousand only) by way of Demand Draft as per Clause No.3 (iv) will be submitted. The Corporation will inform the applicant of having accepted. The offerer will have to execute an Agreement as per clause no. 7. thereafter the rates will be circulated

7. **Execution of Agreement:**

- (a) The Corporation will intimate the successful offerer regarding acceptance and request him to execute the agreement in given time limit. In case the offerer fails to execute agreement within the prescribed time limit, the EMD submitted along with the offer shall stand forfeited.
- (b) The successful offerer shall have to execute an agreement as per Annexure-VII with the Corporation on non-judicial stamp paper of Rs.100/- (to be purchased by the offerer)

8. **EARNEST MONEY DEPOSIT:**

- A. (i) RCO should accompany with a demand draft of Rs 20000.00 (Rupees twenty thousand only) as EMD as per clause 3 (iv).
 - (ii) Earnest Money of all unsuccessful offerers will be returned.
 - (iii) No interest is payable on the amount of Earnest Money at the time of refund.
- B. Earnest Money shall be forfeited if:-
 - (i) The offer is withdrawn at any time prior to its rejection.
 - (ii) Before or after the acceptance is communicated to the offerer.
 - (iii) If the successful offerer fails to execute the agreement within prescribed time limit as per clause no 7
- C. Earnest money of successful offerer will be converted as Security Deposit (SD) on execution of the agreement (such offerer will became supplier).

9. **SECURITY DEPOSIT:**

- (i) The SD will remain with the corporation during the currency of the contract and till successful execution of all the order placed during the currency of the contract and will be refunded to the supplier without interest in case of no dispute and after getting clearance/NOC from District Managers of the Corporation /purchasing officer.
- (ii) Security deposit will be forfeited in case of failure of supply of the material as mentioned in the purchase order, in time and as per the approved specifications, or for any breach of terms and condition of the agreement and RCO document.

10. **MINIMUM TECHNICAL SPECIFICATIONS OF TRACTOR /POWER OPERATED AGRICULTURE IMPLIMENTS**

- (A) (i) Supplier should submit / declare Minimum Technical specifications of Tractor / Power Drawn Agriculture Implements for which offer is given. The offerer should also submit complete description of implements / equipments being offered by him along with leaflet / literature.
- (ii) If offerer is submitting offer for ISI marked / Tested Implement it should be clearly mentioned & relevant document such as self certified copy of valid BIS license / Test Report should be submitted along with the offer.
- (iii) Preference for ISI Marked and Implements tested by Tractor Training & Testing Institute will be given.

(B) **Marking:**

The Impalements shall be marked with the following particulars:

- a) Manufacture's name and his recognized trademark if any
- b) Model number
- c) Batch or code number, or SI No. if any
- d) Power rating, and
- e) Revolutions per minute

11. **PLACEMENT OF ORDER**

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

12. **WARRANTEE:**

- (i) The Offerer 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. In case of complaint / defect the supplier shall have to arrange repair /replacement within 10 days from the date of receipt of intimation. The Corporation shall have right to recover the cost or expenditure of loss whatsoever, on this account from the future bills of the supplier or from the security deposit or from any other amount due to the supplier or out of the security or any deposit made by the supplier in other Government Organization.

13. **SCHEDULE AND MODE OF SUPPLY / DELIVERY:**

- a. The successful offerer shall have to supply Implements as selected by the purchaser/ consignee.
- b. The quantities of items required will depend on demand orders received by the corporation. The manufacturer may arrange supply of Implements through their authorized Dealers / Distributors for timely supply of such quantities. (Offerer must submit List of their authorized dealer/ distributors.)
- c. The supplier has to supply the ordered material within time period as mentioned in the supply order. Failure on the part of the supplier for timely supply, shall lead to forfeiture of the Security Deposit and the rate contract 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 offerer.
- d. 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 offerer who shall make good the entire loss suffered by the indenting authority. The Managing Director will assess and intimate the offerer the extent of loss, and the same will be acceptable to the offerer. The supplier shall ensure that the ordered material being supplied by him reaches at destination in the desired time and good condition. As such it will be the sole responsibility of the supplier to ensure desired quality and standard of the material is sent.
- e. The supplied item as specified in order shall be in conformity with approved size, quality and specifications mentioned in the RCO documents / Agreement and order. Material shall be supplied as per delivery schedule ordered by the Indenting Authority (Regional Manager/ Head Office /District Manager) of the Corporation. The delivery schedule may, however, be revised by the intending 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 and installation schedule without claiming revision in rates. The dates of supply and installation shall be the date on which the consignment reaches the required destination.

f. Transit Insurance

The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (R RTPND).

14. **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 Impalements.

15. **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 offerer / manufacturer 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 offerer 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 offerer as per advice of Regional Managers of this corporation.
Offerer shall also ensure that proper after sales services are available to the customers.
- c. The supplier shall also make arrangements for repair and after sale service required on continuous basis after expiry of the warranty period and shall ensure that the repairs/maintenance cost incurred by the purchaser are minimum.

16. **RIGHT TO REFUSE/REJECT THE SUPPLIES:**

- (a) Ordered item shall conform to the quantities specifications (as per Annexure-III) 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 by offerer & in clause 10 & Annexure-III.
 - (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, it shall be lifted by supplier at his own cost within the period granted by the M. P. State Agro-Industries Development Corporation Limited and in no Case Corporation shall be liable for the supply not accepted.
- (c) If the material fails in the testing.

17. **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.

18. **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.

19. **PAYMENT:**

- (a) The Corporation will make the payment of the Material to the supplier only after receipt of ordered material along with bills and satisfactory report duly signed by the consignees on payment after payment basis. 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

20. **PRICE ESCALATION CLAUSE:**

The Corporation is working on free rate polices (as per Clause 4) & the offerer is free to increase / decrees his price. Variation in Price is allowed 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 variation in rates may be effected only if it is approved by the Managing Director of the Corporation.

21. **REASONABILITY OF RATES:**

Offerer shall have to offer his lowest rates for the offered item and it should be strictly in accordance with the clause no 2.4. If any dispute arises regarding the rates of item submitted by the offerer at any level, The Corporation shall be entitled to recover the loss whatsoever & will be deducted from the supplier's running bill. Such loss calculated by the Corporation & the decision of the Managing Director of the Corporation will be firm and final.

22. **RANDOM TESTING OF COMPONENTS:**

Corporation may select sample by random checking of any item of the consignment received at the destination / site and send it to any recognized Testing Institute for testing. **The cost of such testing including cost of material shall be borne by the supplier.**

23. **Registration with DGS & D**

Offerer having registration with DGS & D as approved supplier must produce copy of registration with approved rates.

24. **Brand Name**

The Offerer is entitled to claim only one particular brand name for the purpose of this contract. 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.

25. **Submission of Required Document**

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

26. **INSTRUCTION TO OFFEREER**

No offer shall be considered valid if: -

1. The RCO documents have not been purchased by the offerer from the Corporation.
2. It is not submitted in prescribed form.
3. Not accompanied with Earnest Money Deposit (EMD) as per clause No.3 (iv).
4. The offer is conditional and inconsistent with the terms and conditions of the contract.
5. A manufacturer submits more than one offer or authorizes the submission of more than one offer on its behalf.

27. **REGISTRATION**

A- If necessary at any point of time during the currency of this contract, registration from any other government agency is made compulsory by the government; the manufacturer/producer/supplier/distributor has to get the registration done with such government agency at their own cost. And after such registration, self certified copy of such registration papers along with rates circulated if any has to be submitted to this Corporation as and when required.

B- The offerer having registration with Govt. of Madhya Pradesh { **State Micro Irrigation Committee{ SMIC }/ Director, Agriculture Engineering** } must submit the approved price { MRP} with their offered final selling rates to customer through this Corporation shall not exceed the prices submitted to state government agencies during the currency of contract.

28. **ACCEPTANCE OF OFFERS:**

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

29. **CONDITIONAL OFFER**

The Corporation reverses the right to reject any conditional offer.

30 **FORCE MAJEURE CLAUSE:**

- (b) Any cause, which is beyond the control of the supplier or purchaser as the case, may be.
- (c) Natural phenomenon including but not limited to weather condition, floods, draught, earthquake and epidemics.
- (d) Acts of government authority domestic or foreign including but not limited to war declared or properties, quarantine restriction.
- (e) Accidents or distraction including but not limited to fire, explosion break downs at essential machinery equipment and power shortage.
- (f) Transportation delay due to forces major of accidents.
- (g) Strikes / slow down lock outs and sabotage.
 - a. Failure or delay in the supplier source or supply due to Force-majeure causes enumerated at **a** to **g** above.

31. Supplier has to inform the -infrastructure facility for production of offered items. The Corporation shall have right to inspect processing operation reserves the right to inspect the facilities for production. However if the basic infrastructure facilities are not available, the offer will be rejected.

32. **PURCHASE PREFERENCE:**

As per the policy of the State Govt. in respect of purchase of material for the use of corporation purchase preference to the extent of 30% shall be given to those Manufacturer who belongs to the SC/ST category. A self certified photocopy of certificate issued by the concerned District Trade and Industries Centre (DIC/DTIC) to the effect that the offerer's firm belongs to the SC/ST category in M.P. should invariably be attached.

33. The decision of the Managing Director of the Corporation shall be final and binding to the offerer in case of any dispute.

34. 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).

35. Corporation shall become Authorized Dealer of the company after execution of agreement with the company during the currency of Rate Contract.
36. Managing Director of the Corporation reserves the right to amend or replace or change any condition without any notice.
37. In case of any dispute arising between the supplier and Corporation the matter shall be referred to Managing Director. M.P. State Agro Industries Development Corporation Limited who will act as sole arbitrator finally passes his verdict, which will be binding, to supplier and Corporation.
38. Only Bhopal Court shall have jurisdiction.

Manager {Marketing}

ANNEXURE III**DETAILS OF TRACTOR /POWER OPERATED AGRICULTURE IMPLIMENTS REQUIRED BY CORPORATION**

SNO	ITEM
	MOULD BOARD PLOUGH
	DISC PLOUGH
	DISC HARROW (TRAILLING / MOUNTED)
	REVERSIBLE PLOUGH
	SEED CUM FERTILIZER DRILL
	POTATO PLANTER (AUTOMATIC /SEMI- AUTOMATIC)
	BLADE TERRACER
	LEVELLER
	POTATO DIGGER
	POWER DRAWN MAIZE SHELTER
	SELF PROPELED REAPER (RIDE-ON TYPE)
	SUGAR CANE CUTTER PLANTER
	SELF PROPELLED REAPER (WALKING TYPE) WITH CAGE WHEEL
	TARCTOR FRONT MOUNTED REAPER (VERTICAL CONVEYOR)
	STRAW REAPER
	RICE TRANSPLANTER
	INCLINED PLATE PLANTER
	TILL PLANTER
	BUND FORMER
	ZERO TILLALAGE SEED CUM FERTILLIZER DRILL
	SEED GARDER PEDAL OPERATED (CIAE TYPE)
	SEED GRADER MOTOR OPERATED (CIAE TYPE)
	AERO BLAST SPRAYER
	GROUND NUT DIGGER
	RAISED BED PLANTER
	SEED DRYER
	STUBBLE SHAVER
	POWER WEEDER
	STRIP TILL DRILL
	REAPER CUM BINDER
	CULTIVATOR (DUCK FOOT / CHISEL TYPE)
	POST HOLE DIGGER (TRACTOR / SELF PROPELED)
	POWER WEEDER / POWERREAPER
	MOUNTED TYPE RIDGER
	MOWER

*Note Offerer Can Submit Rates of Implements other than above mentioned with complete specification & other details. Offerer should submit complete specification and technical details along with the lowest rates to the items quoted .

ANNEXURE IV

THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

LETTER OF UNDERTAKING AND DECLARATION

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

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

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

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

The sum of Rs. 20,000.00 (Twenty thousand only) in the form of Demand draft or any of the form specified in the Rate Contract Offer Documents is herewith forwarded as Earnest Money which shall be retained by The MP State Agro Industries Development Corporation Limited, on account of Security Deposit as specified in the clause 9 of the said conditions of contract, should this offer be accepted.

"I have read and fully understood the terms and conditions of supplies etc. mentioned in the documents.

Name :.....
Designation:.....
(Signature with Office Seal.)

Witness:

- 1.
- 2.

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

M/s.....
.....

SIGNATURE OF THE ACCEPTING AUTHORITY

Note: Letter of acceptance of offer is to be submitted on non judicial stamp of Rs 20.00

ANNEXUR-V

LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER

Following documents are essentially to be submitted along with the offer

1. Letter of acceptance of offers as per Annexure –I
2. Rate Contract Offer documents along with Rates in **Annexure IV, IV-A** duly signed on each page.
3. If Manufacturer is registered with **DGS & D**, self Certified Photocopy of registration with **DGS & D** as approved supplier along with approved rates.
4. Self certified photocopy of valid registration certificate of particular brand name issued by component authority.
5. Complete Technical Drawing of all implements for which rates are offered.
6. Self certified photocopy of Valid BIS license for Implements if rate for ISI mark Implements are given.
7. If implements are tested by Govt Of India, Tractor Training & Testing Institute of Budhni / Hissar / Anantapur / Biswanath Chariali, or any other recognized testing institute, Testing Report Should be submitted along with offer.
8. Self certified photocopy of TIN registration.
9. Details of their authorized Dealer / Distributor in Madhya Pradesh.
10. Earnest Money in specified form / Details of EMD as per clause 6 (iv).
11. Other documents as mentioned in different clauses of Rate contract offer Document.
12. Offerer shall have to submit self certified adequate literature, leaflet of technical details, manual etc.
13. Complete write-up of item offered for the year 2009-10
14. Registration papers of SMIC/Directorate of Agriculture Engineering etc.

Seal & Signature of the Offerer

Note : Separate sheet may be used if necessary.

PRICE BREAK UP OF RATE OFFERED

Price Break up for Rate Submission if Supplier is Billing From Madhya Pradesh State

S.No	Item	Model	Purchase Price Excluding Tax (Basic Price)	Value Added Tax (VAT) on Basic Price		Tax Paid Purchase Price of M.P. Agro	Corp. Margin of Col No 4		Vat On Margin		Final selling Rate to customer Including Margin	MRP
				%	Amount		%	Amount	%	Amount		
1	2	3	4	5		6	7		8		9	10

Price Breakup for Rate Submission if Supplier is billing From out of Madhya Pradesh State
(any other State Other Than M.P.)

S.No	Item	Model	Tax Paid Purchase Price of M.P. Agro	Entry Tax if applicable		Corp. Margin of Col No 4		Total	VAT		Final selling Rate to customer	MRP
				%	Amount	%	Amount		%	Amount		
1	2	3	4	5		6		7	8		9	10

If Rates of Prime Mover is given break up of rates should be given separately

ANNEXURE VII

AGREEMENT

This agreement made at Bhopal this day of , between The Madhya Pradesh State Agro-Industries Development Corporation, having registered office at 'Panchanan, 3rd Floor, Malviya Nagar, Bhopal, M.P. hereinafter referred to as 'Corporation' which expression shall unless repugnant to the context or meaning there of include its successors and assigns on the one part.

AND

M/s. ----- having its office at ----- acting through its (hereinafter referred to as the Supplier which expression unless repugnant to the context and meaning there of includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited Rate Contract offer for supply of on the terms and conditions envisaged in the terms schedule issued with the Rate Contract Offer Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Rate Contract Offer Document, while submitting his offer. The supplier has agreed to supply of quality materials and equipments on consignment basis on the terms and conditions of this agreement to the Corporation.

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance no. dated -----in consideration of the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the RCO and the following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the Rate Contract Document
- b) Specifications of material

- c) The letter of acceptance dated -----
- d) The offer submitted by the supplier.
- e) The rates mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. State Agro-Industries Development Corporation Limited shall be final.

For	For
Supplier	M.P. STATE AGRO INDUSTRIES
....	DEVELOPMENT CORPORATION
.....	LIMITED
.....	

Signature with Office Seal	MANAGER MARKETING
----------------------------	-------------------

Witnesses	Witnesses
1.	1.
2.	2.