



**NOTICE INVITING RATE CONTRACT OFFER (RCO) FOR THE YEAR  
2010-11 UNDER OPEN ENDED POLICY**

Sealed offers are invited for supply of following Items for the year 2010-11 as per the terms and conditions mentioned in the Rate Contract offer Document (RCO).

S No.	Item	Due Date	Earnest Money Deposit	Eligibility
1	2	3	4	5
1	ISI Marked Sprinkler Irrigation System	28-05-2010	20000.00	Manufacturer
2-	ISI Marked Drip Irrigation System	28-05-2010	20000.00	Manufacturer
3-	ISI Marked Unplasticized PVC IS : 4985: 2000 ISI Marked HDPE PIPE IS : 4984:1995	31.05.2010	20000.00	Manufacturer

Rate Contract Offer documents, and other details can be obtained during working hours on payment of Rs. 500.00 through representatives or Rs. 550.00 if required by post /courier up to 1.00 pm on due date as mentioned in column no 3 above. Complete offers along with Earnest Money Deposit as mentioned in column no 4 above, 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 respective date, and shall be opened at 4.00 PM on the same day in presence of offerers or their representative who wishes to be present.

The offer is open Ended. Offerer can submit their offer after due date & time on the terms & conditions mentioned in RCO documents .

For further details, please visit our website [www.mpstateagro.nic.in](http://www.mpstateagro.nic.in)

**Dy. General Manager (Marketing)**



THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPN. LIMITED  
"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL  
Phone (0755) - 2551652, 2551756, 2551807, Fax: 0755-2557305

HO/ Mktg/2010/

Dated

**OPEN ENDED RATE CONTRACT OFFER (RCO) FOR SUPPLY OF ISI MARKED HDPE  
SPRINKLER IRRIGATION SYSTEM FOR THE YEAR 2010-11 AND ONWARDS**

**DUE ON 28.05.2010**

PRICE OF THE RCO 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 ... ..  
.....

**Dy. General Manager {Marketing}**  
M. P. STATE AGRO INDUSTRIES  
DEVELOPMENT CORPORATION  
LIMITED BHOPAL

Last Date of purchase of Rate  
Contract Offer Document

1.00 PM on **28.05.2010**

Last Date for submission of Rate  
Contract Offer completed in all  
respect in Offer Box

3.00 PM on **28.05.2010**

Last Date of Opening of offer

4.00 PM on **28.05.2010**



**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	PAGES NO
1	ELIGIBILITY OF OFFERER	ANNEXURE I	4/20
2	GENERAL CONDITION OF RATE CONTRACT	ANNEXURE II	5-15/9-19
3	MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS	ANNEXURE III	16/8
4	LETTER OF UNDERTAKING AND DECLARATION	ANNEXURE IV	17/7
5	LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER	ANNEXURE V	18/6
6	FINANCIAL OFFER FORM	ANNEXURE VI	19-20/4-5
7	PRICE BREAK UP OF RATE OFFERED	ANNEXURE VI A	21/3
8	DRAFT AGREEMENT	ANNEXURE VII	22-23/1-2
9	<b>Total No of Pages</b>		<b>23</b>

**ELIGIBILITY OF OFFERER**

M.P. State Agro Industries Development Corporation Ltd. (Corporation) invites Rate Contract Offer (RCO) for supply of ISI Marked Sprinkler Irrigation System who qualifies for Rate Contract under the prescribed terms and conditions.

- (i) Offerer should be manufacturer of ISI Marked HDPE pipe with coupler as per BIS specification IS:14151(part 2) 1994 and capable of supplying complete set (tailor model) of sprinkler system including ISI mark sprinkler Nozzle as per BIS specification IS 12232 (part 1) and other accessories Like G.I. Riser Pipe, Tee, Bend, Foot batten, Screwed Coupler, End Cap.

**or**

Offerer should be manufacturer of ISI Marked Sprinkler Nozzle as per BIS specification IS 12232 (part 1) and capable of supplying complete set of Sprinkler Irrigation system including ISI Marked HDPE pipe with coupler as per BIS specification and other accessories Like G.I Riser Pipe, Tee, Bend, Foot batten, Screwed Coupler, End Cap.

***(Self Certified Copy of documents supporting the same to be submitted as detailed in Annexure II)***

**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**

- (ii) Other necessary requirements for eligibility shall be as mentioned in Rate Contract Offer document (RCO)

**Dy. General Manager  
{Marketing}**

**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 **28.05.2010** 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 **28.05.2010** up to 1.00 PM during office hours. RCO can be submitted even after the dead-line fixed as above as per clause no 1.1.
- 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 ISI Marked Sprinkler Irrigation System submitted by the Supplier from time to time and accepted by the Corporation will be the part of this RCO for year 2010-11 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 through this Corporation up to Block Head Quarter in Madhya Pradesh including all taxes and levies and margin payable to the Corporation. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered.
- 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 2011 and onwards till the new agreement is executed against New RCO of the same items.

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 **of authority in original to sign on behalf of the offerer.**
- (iii) The financial offer should be in the prescribed format, as per **Annexure-VI, VIA** 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 20,000.00 (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 20,000.00 (twenty Thousand only) is already lying with the Corporation against Rate Contract offer of supply of ISI Marked Sprinkler Irrigation System of previous year need not submit EMD again but documentary proof for such as detail of MR No, amount date should be given.*
- (v) The envelope containing complete RCO should be clearly superscripted as "**Offer for supply of HDPE SPRINKLER IRRIGATION SYSTEM For the year 2010-11**"
- (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 **28.05.2010**
- (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.
- (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 **28.05.2010**. in the presence of the offerer who wishes 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)**

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 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.
- (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 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 purchase 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 offerer 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 become supplier).

9. **SECURITY DEPOSIT:**

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

10. **MINIMUM TECHNICAL SPECIFICATIONS OF ITEMS**

Minimum Technical specifications of the items covered in this RCO are Mentioned in Annexure III. Offerer should submit details of item offered as per Annexure III A.

11. **PLACEMENT OF ORDER**

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

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

- (a) The offerer has to supply and deliver the ordered quantity within time period as mentioned in the order. Failure on the part of the Supplier for timely supply, shall lead to forfeiture of Security Deposit and the 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 offerer.
- (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 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 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 Annexure-III, of the RCO 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 successful offerer shall be bound to effect deliveries in accordance with the changed supply schedule without claiming revision in rates. The dates of supply shall be the date on which the consignment reaches the required destination.
- (d) Ordered item may required to be supplied to the consignee through District Manager office of the corporation as per dispatch order to be given by the Regional Manager of the Corporation, securely packed so as to withstand rough handling and protection from vagaries of nature during transit.
- (e) Relevant L.R. shall be sent free and direct to the consignee (s) freight paid. The order No. of Corporation should be mentioned in the bill, against which the material is supplied.
- (f) The M.P. State Agro-Industries Development Corporation Limited shall not be responsible for damages, losses, thefts, pilferage, fire, accidents and demurrages etc. if any, incurred to the consignment during transit and these shall be borne by the supplier.
- (g) The dispatch of consignment shall be immediately communicated to the indenting Regional Manager of Corporation and consignee with the relevant details of L.R. and Bill Nos.
- (h) **Transit Insurance**  
The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (**R RTPND**).

## 13. **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.

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 Items Supplied.

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 in Annexure-III & III-A.
  - (ii) Other than specified and ordered by the Corporation,  
OR
  - (iii) For any other sufficient reason at it's discretion.
- (b) In case the supply of supplied item is rejected / the supply not accepted, shall be lifted by supplier at his own cost within the period granted by the M. P. State Agro-Industries Development

Corporation Limited and in no case Corporation shall be liable for the supply not accepted.

- (c) If the material fails in the testing.

17. **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 normally within 15 days on payment after payment basis on receipt of the Material to the supplier after receipt of bills along with satisfactory report duly signed by the consignees
- (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. **DISPLAY & DIPOSITION OF SAMPLES**

One sample of items offered for the year 2010-11 should be submitted by the offerer along with complete nomenclature & write-up. Corporation may decide to examine / check the samples for nomenclature & write up submitted by supplier through recognized laboratories as decided by Managing Director of this Corporation.

23. **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.**

24. **Registration with DGS & D**

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

25. **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.

26. **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 in completely. **All the necessary documents should be enclosed duly self-attestation.**

27. **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.

**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 and the manufacturer/producer/supplier/distributor 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.

29. **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.

30. **FORCE MAJEURE CLAUSE:**

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

- Industries Center (**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.

## TECHNICAL SPECIFICATION

### MINIMUM TECHNICAL SPECIFICATION HDPE SPRINKLER IRRIGATION SYSTEM

SNO.	Item	Minimum Specification
1	Quick coupled PE pipe 63mm (Class II), 75mm (Class I, II), 90mm (Class I, II) 110mm (Class I, II)	IS 14151 (part 2) 1994 with latest amendments
2	Bend 90 degree with Coupler.	Confirming to Internal Hydraulic pressure test (duly supported by test report as per clause no 7 of Annexure IV
3	Pump Connecting Nipple (Screwed Coupler).	do
4	Side Tee with Coupler.	do
5	Sprinkler attachment Foot Batten with Coupler.	do
6	End Cap.	do
7	Riser Pipe	20mm dia with minimum length of 75 mm made up of ISI marked GI Pipe
8	Nozzle	IS 12232: (Part 1) :1996 with latest amendments
.	Low pressure or High Pressure	

**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: Latter 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 VI, VIA, signed on each page.
3. Printed Maximum price List i.e. MRP of the manufacturer / self certified photocopy of valid printed Maximum price list of the manufacturer.
4. If Manufacturer is registered in DGS & D, self Certified Photocopy of registration with DGS & D as approved supplier along with approved rates.
5. Warranty Schedules for material offered
6. Self certified photocopy of valid license duly issued by BIS for the Pipes and Nozzle.
7. Self certified photocopy of **latest test certificate** from any recognized testing Lab for fittings.
8. Self certified photocopy of TIN.
9. Earnest Money in specified form / Details of EMD as per clause 3 (iv).
10. Other documents as mentioned in different clauses of Rate contract offer Document.
11. Samples of offered items as per clause no 22.
12. Details of their authorized Dealer / Distributor in Madhya Pradesh.
13. Offerer shall have to submit self certified adequate literature, leaflet of technical details manual etc.
14. Infrastructure details / Manufacturing facilities.
15. Photocopy of Registration **from State Micro Irrigation Committee { SMIC } & Director, Agriculture Engineering, Bhopal }**
16. Last three years company business turn over duly certified by Chartered accountant

**ANNEXURE-VI**

**M. P. State Agro Industries Development Corporation Ltd. Bhopal**  
**FINANCIAL OFFER FORM**

- 1 Name of firm : .....
- 2 Address : .....
- 3 Name & Address of Director : .....
- 4 Phone No. Fax No. E Mail : .....
- 5 Name of Person representing RCO : .....
- 6 Designation of Representing Person : .....

No.	Sprinkler System Items	Size	CM/L No. Validity	MRP	Final selling rate to customer through office of District Manager of this Corporation, as per clause no. 10 of the RCO	
					In Figure	In words
1	ISI Marked HDPE Pipe IS14151 (part 2)	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				
2	Bend 90 degree with Coupler.	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				
3	Pump Connecting Nipple (Screwed Coupler).	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				
4	Side Tee with Coupler	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				

5	Sprinkler attachment Foot Batten with Coupler.	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				

No.	Sprinkler System Items	Size	CM/L No. Validity	MRP	Final selling rate to customer through office of District Manager of this Corporation, as per clause no. 2 of the RCO	
6	End Cap.	63 mm Class II				
		75 mm Class I				
		75 mm Class II				
		90 mm Class I				
		90 mm Class II				
		110 mm Class I				
		110 mm Class II				
7	GI Riser Pipe	OD 20mm Length 75 mm/100mm				
8	Nozzle IS 12232 Part 1	Low pressure				
		High Pressure				

Seal & Signature of the supplier

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	Size	Class / Grade	Purchase Price Excluding Tax <b>(Basic Price )</b>	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			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

## 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 Supplier

.....

For M.P.STATE AGRO  
INDUSTRIES DEVELOPMENT  
CORPORATION LIMITED

Signature with Office Seal

MANAGER MARKETING

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.