



THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL

RATE CONTRACT OFFER DOCUMENT

FOR SUPPLY OF GARDEN TOOLS
Hand Operated/Power Operated

DURING THE

YEAR

2011-12



THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL

RATE CONTRACT OFFER DOCUMENT

RATE CONTRACT OFFER DOCUMENT (RCO) consisting of the Rate Contract Offer form, Rate Contract condition, Specifications and other details.

Offer No: HO/HORTI/2011-12/

Dated ----.5.2011

FOR SUPPLY OF GARDEN TOOLS

DURING THE YEAR 2011-12

DUE ON: 23-5-2011

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

DY.GENERAL MANAGER
(HORTICULTURE)
THE M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION
LIMITED BHOPAL

Last date of purchase of Rate Contract Offer Document	1.00 PM ON 23-5-2011
Last date for submission of Rate Contract Offer completed in all respect in Tender Box	2.00 PM ON 23-5-2011
Last date of opening of offer Envelope 'A'	2.30 PM ON 23-5-2011
Envelope 'B' (of eligible offerer only)	Date will be communicated on Notice board of the Corporation HO

Rate Contract Offer Document (RCO) for the year 2011-12

Wehereby offer for the supply of Garden Tools confirming to the detailed specification mentioned in the appendix –II or else where in the RCO.

We undertake to supply such quantities of Garden Tools as we may be called upon to the supply under the conditions hereto enclosed during allotted period from the date of execution of the agreement on the rates specified in the agreement at the places to be specified by the M. P. State Agro Industries Development Corporation Limited within specified delivery period.

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

If this offer is accepted, we hereby agree to abide by and fulfill all the terms and condition of contract annexed hereto and in default thereof to forfeit and pay to the M. P. State Agro Industries Development Corporation Limited or his successors, in office the penalties or sum of money mentioned in the said condition.

The sum of Rs 20000.00 (Twenty thousand) in the form of Earnest Money is herewith forwarded which shall be retained by the Managing Director of the M. P. State Agro Industries Development Corporation Limited, on account of Security Deposit specified in the clause of the said condition of contract, if this offer is accepted.

I have read and understood the terms and condition of supplies etc mentioned in the documents.

Signature of the Offerer
with seal

Date:
Witness:
1.....
Name and Address

Witness:
2.....
Name and Address

TO BE SUBMITTED ON NON JUDICIAL STAMP PAPER OF Rs. 20/- DULY NOTORISED.

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED:
PANCHANAN, 3RD FLOOR, MALVIYA NAGAR: BHOPAL.

TERMS AND CONDITIONS FOR SUPPLY GARDEN TOOLS

1. M.P. State Agro Industries Development Corporation Ltd. (Corporation) invites sealed Rate Contract Offer for supply of Garden Tools as specified in Annexure-1 from the offerer who qualifies under the eligibility criteria in the prescribed Rate Contract Offer Documents (RCO).

2. **ELIGIBILITY OF OFFERER**

Offer will be accepted only from Manufacturer or its authorised sole distributor.

1. In case the manufacturer having valid license issued by Bureau of Indian Standard (BIS)/ ISO certification, self certified copy of such license should be enclosed.

or

In case of manufacturer not having license issued by BIS /ISO they should enclose copy of valid licence issued District Industries Center (DIC) or any other competent authority to issue such license.

2. In case the offer is submitted by the sole distributor, valid authorization issued by the principal to participate on its behalf, in rate contract offer of this corporation should be enclosed in original, (Photo copies will not be accepted) along with documents as mentioned above.

3. All other necessary documents should be enclosed after self-attestation.

4. Regarding brand name, certificate of brand 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, of any kind.

5. **PURCHASE OF RCO**

5.1.1 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. However, corporation will not be responsible for any kind of delay in postage.

5.1.2 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 23-5-2011 up to 1.00 PM during office hours. RCO can be submitted even after the deadline fixed as above as per clause no 5.2.1.

5.1.3 It is mandatory for the offerer to submitted the offer in RCO duly issued by the Corporation in favour of the offerer, failing which no offer will be accepted.

5.2.1 RCO is an open ended document, after approval of the rates, eligible offerer can submit the acceptance on the rate as fixed by the Corporation along with a special registration fee and pre-requisite documents as under :-

i. Offerer who qualifies to submit the RCO as per clause 2 will give an Application addressing to the Managing Director of the Corporation along with all the documents as per clause as per clause 8 (v) (without EMD of Rs 20,000/-) and Demand Draft of Rs. 10,000/- as special registration fee (non refundable) favoring this Corporation payable at Bhopal will be given, giving acceptance to supply the item on the rates as approved by the Corporation.

- ii. It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.
- iii. IN the event of accepting the application RCO will be issued to the applicant after receiving the cost of RCO documents as detailed on page 1. RCO will be submitted along with Samples of the items offered along with Earnest Money Deposit (EMD) of Rs. 20,000.00 (Rs. Twenty Thousand only). After due examination, Corporation may accept the rates or give Counter offer. After receiving acceptance of the offerer agreement as per annexure IV will be executed and rate will be approved.

6. **QUOTING RATES**

- i. The offerer should quote rates of individual items and rate of Garden Tool with all basic and necessary attachments. Rates of ISI Marked Item & Non ISI items should be quoted separately as per Annexure III. The offerer should quote their lowest price, which is always in accordance with the price fall clause condition mentioned in detail in the clause no.14 of the RCO Document.
- ii. It is clarified that the offer is not limited to the mentioned tools in annexure II, offerer can give rate of item of other tools not specified in annexure. Acceptances of rates of such items are subject to the decision of Managing Director of the Corporation.
- iii. Offerer must enclosed self certified copy of manufactures printed list of maximum retail price (MRP) mentioning the discount offered to the Corporation on this list price, as shown in the enclosed annexure III.
- iv. 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 inclusive 5% (five percent) Corporation margin. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered.
- v. The Value Added Tax (VAT) is applicable on certain items in the sate of Madhya Pradesh. In case of the offer from out of state party (with or without form 'C'), to arrive on parity in the rates, VAT will be adjusted. The Corporation will deduct the amount of VAT paid by it at the time of payment (only on applicable items).

7. The RCO Document must be signed by a person duly authorised to singe The RCO and Related documents. Proof of authorization shall be furnished in the form of registered power of attorney, which shall accompany the offer.

8. **SUBMISSION OF OFFER**

- (i) Not more than one offer will be accepted from any offerer. If an individual participating in the offer representing more than one firm in one or different names and it comes to our knowledge, such offers will not be entertained.
- (ii) The offer should be in prescribed financial offer form mentioned in Annexure III of the document. The offerer should give complete specifications, make, model number, of the item for which rates are given. Envelope containing offer should be super scribed with "Rate Contract Offer of garden Tool".
- (iii) The offer from completed in all respect accompanied with demand draft of Rs 20000.00 (Twenty Thousand only) in favour of this Corporation as Earnest Money Deposit (EMD) shall be received up to 2.00 PM on 23-5-2011 in the Offer Box kept in Horticulture Section of this office. (Offerer whose undisputed EMD is already lying with the Corporation against Rate Contract offer of Garden Tools of previous years need not submit EMD again but documentary proof for this such as detail of MR No etc should be produced). No offer will be entertained without deposited of desired amount of Earnest Money.

- (iv) Rate contract offer should be accompanied with valid authority letter of being sole distributor / agent for the state of Madhya Pradesh from the Principal / Manufacturer in case the offerer himself is not the manufacturer.
- (v) Offer shall be submitted in envelope 'A' & 'B' envelope 'A' should contain following information & documents:-
 - (a) DD of EMD for Rs.20000.00 subject to clause No. 8 (iii)
 - (b) Self attested copy of valid licence of manufacturing issued by any District Industries center or any other Govt. Department.
 - (c) Valid authorization certificate as per clause no. 8 (iv).
 - (d) Self attested copy of valid licence issued by Bureau of Indian Standard / ISO if applicable.
 - (e) Self attested copy of licence regarding brand name as per clause no. 4.
 - (f) Self attested copy of valid Permanent account No. (PAN) & TIN of the offerer and latest self-attested photocopy of sale / commercial tax clearance certificate.
 - (g) In case of non-ISI marked garden tools offerer must produce detail of metallurgy of garden tool issued by the authorized agency duly self certified. Corporation may decide to get the metallurgy verified from any other authorized agency, before acceptance of the offer. The cost of getting such report will be borne by the offerer, the Corporation will inform to the offerer in writing to deposit such cost.
 - (h) Rate contract offer Document with seal & signature on each page.

Envelope A should be clearly super scribed with "EARNEST MONEY AND OTHER DOCUMENTS FOR SUPPLY OF GARDEN TOOLS FOR THE YEAR 2011-12"

Envelope 'B' should contain financial offer in Annexure III and should be clearly super scribed with "FINANCIAL OFFER FOR SUPPLY OF GARDEN TOOLS FOR THE YEAR 2011-12"

9. TELEGRAPHIC OFFERS SHALL NOT BE ENTERTAINED.

10. **OPENING OF OFFER**

Envelope 'A' will be opened at 2.30 pm on 23-5-2011 Envelope 'B' containing financial offer of only those offerer who are found eligible on the strength of the documents required in envelope A by the committee, will be opened at 02.30 pm on 23-5-2011 in the presence of offerer who wish to present. In case due to any reason committee decides to change the date of opening it will be put up on the notice board clearly mentioning the date and time fixed for opening the envelope 'B'. Representative who wishes to present can seek information from notice board and remain present at own cost.

11. **INSURANCE**

Rates should be inclusive of transit insurance. Loss / damage of the item if incurred during transit shall be made good by the supplier free of all charges within 15 days from the date of intimation given by the Corporation. If supplier fails to do so, the Corporation will be free to make the losses good at offerer cost from all other sources.

12. **INSTRUCTIONS TO OFFERER**

Eligibility and qualification requirements:

No offer shall be considered valid if:-

- (a) The offerer has not purchased the RCO documents from the Corporation.
- (b) It is not submitted in prescribed form.
- (c) Not accompanied with Earnest Money Deposit (EMD) as per clause no. 14.
- (d) The offer is conditional and inconsistent with the terms and conditions of the contract.
- (e) More than one rate is quoted for the item as specified in Annexure-II
- (f) A manufacturer submits more than one offer or authorises the submission of more than one offer on its behalf. Authority of the concerned manufacturer to the effect that the offerer has been authorised to submit bid on its behalf and if an order is placed with the offerer, the manufacturer undertake to supply Garden Tools in time, is not enclosed with the offer.
- (g) Is not accompanied by necessary document as per clause no. 8 v. (f)
- (h) Offer is received after the due date & time for submission of offer.
- (i) The offers for which samples are not submitted.

13. The offerer is expected to read carefully all instructions, conditions of RCO Document appendix to RCO, Performa agreement, specifications, annexure and schedules in the RCO documents. Failure to comply with the requirements of offer submission will be at the offerer's risk. Offer, which is not substantially responsive to the requirements of the RCO documents, will be rejected.

14. **EARNEST MONEY DEPOSIT (EMD)**

- A. (i) Offer form should accompany with a demand draft of Rs 20000.00 (Rs Twenty thousand only) as Earnest Money Deposit as per clause no. 8 (iii).
- (ii) Earnest Money of all unsuccessful offerer's will be refunded back (after deduction of testing charges, if any).
- (iii) No interest is payable on the EMD or Security Deposit.
- B. Earnest Money shall be forfeited if the offer is withdrawn.
 - (i) 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 15 days of the receipt of letter of acceptance.
- C. Earnest money of successful offerer may be adjusted against Security Deposit (SD) at the time of the execution of the agreement.

15. Regional Manager (RM) of the Corporation will be placing orders only for Hand Operated Garden Tools. For Power Operated Garden Tools orders will be issued from Head Office on receipt of demand from district offices.

16.

- (a) The price charged for the offered items supplied under the contract by the supplier shall in no case exceed the lowest price on which the supplier sells to other parties private or Government bodies.
- (b) If at any time during the said period the supplier reduces the sales price of such offered items or sells such items to any other person/ organisation at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction in the rate to the Corporation. The price payable under the contract for the item supplied after the date of coming into the force of such reduction in sale price shall stand correspondingly reduced. The Corporation shall be entitled to recover any amount paid to the supplier in

excess in respect of sale, which takes place after the reduction of price, by the supplier.

17. **VALIDITY OF OFFER**

Offer shall remain valid and open for acceptance for a period of 180 days from the date of opening of RCO. Failure to sign the RCO shall result in rejection of the offer.

18. The process of interpretation, evaluation and comparison of offer and recommendations concerning the award of the contract shall not be disclosed to the offerer or any other person. CANVASSING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE OFFER.

19. The Managing Director 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.

20. **DESCRIPTION OF ITEMS**

(i) A brief description of items is given in the enclosed annexure II. The rate offered for ISI marked garden tools should conform to the specification set by BIS. Offerer can however give their own detailed specifications also in case they find it to be useful.

(ii) In case of non ISI marked garden tools offerer must produce detail of metallurgy of garden tool.

(iii) It is compulsory that the brand name should be properly embossed / engraved on tool or Hologram of company should be pasted on the tool.

21. **INSPECTION & STANDARDS OF GARDEN TOOLS**

The Corporation will have right to get samples drawn from any consignment and get the samples tested in any notified laboratory of its choice at the cost of offerer any time. It is the responsibility of the offerer that the tools supplied by him is of the same kind and metallurgy as mentioned in the document. In case of any complaint the offerer would be responsible for making losses good to the consignee and Corporation.

22. **DEMONSTRATION OF TOOLS AND DEPOSITION OF SAMPLES**

a. Offerer should bring sample of each tools and demonstrate before the committee duly appointed by the Managing Director of the Corporation.

b. The offers for which samples are not submitted will not be entertained.

c. Decision of the Committee should be final in all / any regard. In case of any dispute, the decision of Managing Director of the Corporation shall be final and binding to the offerer.

d. The tools demonstrated will be deposited with Horticulture section of the Corporation during the currency of contract.

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

(a) The offerer has to supply and deliver the ordered quantity within 20 days of receipt of order from the Corporation. Failure on the part of the offerer 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-II 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 Regional Manager of the Corporation. The delivery schedule may however be revised by the Regional Manager, 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 will 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.
- (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 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 Nos.

24. **RIGHT TO REFUSE/REJECT THE SUPPLIES**

- (a) Ordered item shall conform to the quantities, specifications (as per Annexure-II in case of non ISI tools) mentioned in supply order. The Corporation reserves the right to refuse to accept the supplied item, if found:-
 - (i) Inferior in quality & not in packing or not conforming to the specifications BIS for ISI marked or as mentioned in Annexure-II for Non ISI marked.
 - (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 without any liability on the Corporation.

- (c) If the material fails in the testing the testing charges of the same shall be recovered from the supplier.

25. The Managing Director reserves the right to reject the substandard supply or to deduct the value of substandard material on pro-rata basis and also of the quantity found short from the running bill.

26. **PAYMENT**

The Payment shall be released on "Payment After Payment" basis as follows:

- a) 90% by corporation as the case may be after receipt of tools of the ordered quantity at the destination in good condition to be verified by the consignee normally in 60 days time subject to receipt of payment by the Corporation from concerned department.
- b) 10% of the value of the bill shall be finally paid by the Corporation after receipt of satisfactory performance letter from the user department /on receipt of test report (if sample is sent for testing) normally in 120 days time subject to receipt of payment by the Corporation from concerned department.

27. **NEGOTIATIONS**

It is clarified that normally the Corporation will make no negotiation on the offer 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.

28. **SECURITY DEPOSIT (SD)**

- (i) The EMD of the successful offerer shall be retained by the Corporation, and will be treated as SD which will remain with the corporation during the currency of the contract and will be refunded to the offerer without interest after getting clearance / NOC from branch offices / purchasing officer.
- (ii) Security deposit will be forfeited in case of short supply / failure to supply on time or supply of substandard tools.
- (iii) The security deposit will be refunded after the successful execution of order and after the expiry of the contract period whichever is later provided no dispute, claims or complaints exist for settlement and no interest shall be payable by an amount of security deposit.

29. Submission of the offer shall be deemed to be the acceptance by the offerer of all the terms & conditions herein.

30. The Managing Director of the Corporation reserves the right to impose penalties at his discretion for breach of the terms & conditions (commensurate with the losses incurred).

31. **EXECUTION OF AGREEMENT**

- (a) The successful offerer shall have to execute an agreement as per Annexure-IV with the Corporation. The agreement will be executed on non-judicial stamp paper of Rs. 100/- cost of the same will be bear by the offerer
- (b) The Corporation shall intimate the successful offerer regarding acceptance of his offer and request him to execute an agreement. In case the offerer fails to

execute agreement within mentioned time from the date of communication regarding acceptance of his offer, the EMD of Rs.20,000/- submitted along with the offer shall stand forfeited.

32. As per the policy of the State Govt. in respect of purchase of tools for the use of corporation purchase preference to the extent of 30% shall be given to those Manufacturer / Distributor who belongs to the SC/ST category. A self certified photocopy of certificate issued by the concerned District Trade Industries Center to the effect that the offerer's firm belongs to the SC/ST category in M.P. should invariably be attached In case sufficient number of offers from the manufacturers /distributor belonging to SC/ST category is not received, then 30% purchase shall be made from those willing entrepreneurs belonging to SC/ ST category after executing agreement with them at the rates, terms and conditions finalized by the corporation against this rate contract.
33. It shall be the duty of the supplier to attend to and rectify all the complaints pertaining to the manufacturing defects of item supplied, revealed at any stage within 7 days of intimation.
34. If anything regarding technical specifications is not clearly mentioned in the offer documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard, if applicable.
35. In case of any dispute arising between the supplier and MP Agro 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 on supplier, and Corporation.
36. **FORCE MAJOUR CLAUSE**
 - i. Any causes, which are beyond the control of the supplier or purchaser as the case, may be.
 - ii. Natural phenomenon including but not limited to weather condition, floods, draught, earthquake and epidemics.
 - iii. Acts of government authority domestic or foreign including but not limited to war declared or properties, quarantine restriction.
 - iv. Accidents or distraction including but not limited to fire, explosion break downs at essential machinery equipment and power shortage.
 - v. Transportation delay due to forces major of accidents.
 - vi. Strikes, slow down lock outs and sabotage.
 - vii. Failure or delay in the supplier source or supply due to force majeure causes enumerated at 1 to 6 above
37. The RCO can be extended before the expiry i.e. 31-3-2012 on consent of both the party.
38. Only Bhopal Court shall have the jurisdiction.

DEPUTY GENERAL MANAGER (HORTI)
M. P. STATE AGRO IND. DEV. CORP. LTD.
BHOPAL

ANNEXURE -II

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

LIST OF GARDEN TOOL

HAND OPERATED GARDEN TOOLS

SNO	PARTICULARS	SIZE	GENERAL SPECIFICATION for (Non ISI mark Garden Tools)
1	PRUNING SECATEUR ROLL CUT	7", 8", 9"	ANVIL TYPE WITH SLEEVE, SAFETY LOCK & HANGER
2	PRUNING SECATEUR SHEARING TYPE	7", 8", 9"	HOOK TYPE WITH SLEEVE, SAFETY LOCK & HANGER
3.	HEDGE SHEAR	8", 10" 17", 21"	WOODEN / STEEL HANDLE WITH PVC GRIP
4.	PRUNING SAW FOLDING TYPE FIXED TYPE	12", 14"	DOUBLE ACTION GRINDED TEETH WOODEN/ PVC HANDLE
5	SICKLE	10"	SERRATED TEETH WITH WOODEN /PLASTIC HANDLE
6	BUDDING & GRAFTING KNIFE		WITH NYLON GRIP & ALL FITTING IN BRASS INCLUDING RIVETING
7.	BUDDING GRAFTING TOOL		WITH ALL ATTACHMENTS
8.	BILL HOOK	6", 11" 18"	WITH LATHER /PVC COVER WOODEN / NYLON GRIP
9.	TROWEL	VARIOUS SIZE	CHROME PLATED/ BLACK COATED WITH PLASTIC / WOODEN HANDLE
10.	CULTIVATOR HEAD	3 / 5 PRONGS	WITH 5 PRONGS PLASTIC / WOODEN HANDLE
11.	WEEDER		WITH WOODEN/ PVC ROUND HANDLE
12.	WEEDING FORK		WITH WOODEN/ PVC HANDLE
13	PLANT LIFTER		WITH WOODEN/ PVC HANDLE
14	DIGGING FORK		WITH WOODEN/ PVC HANDLE
15	GARDEN RAKE	10, 12, 14, 16 TEETH	WITHOUT HANDLE
16	HOE	GARDEN / ONION/ GENERAL/DUT CH TYPE	WITHOUT HANDLE
17	KHURPA	1", 2", 3" LONG MEDIUM	WITH PVC / WOODEN HANDLE
18.	TREE PRUNER	LONG REACH PRUNER	WITH HANDLE & STRING
19.	GRASS CUTTING SWORD	30"	BLADE HIGH CARBON STEEL WOODEN / PVC HANDLE
20.	GRASS SHEARS	12"	
21.	SPAD	270X240MM	WITH WOODEN HANDLE
22.	LAWN MOVER	12", 14", 16"	WHEEL/ ROLLER TYPE WITH

		18", 20"	GRASS CATCHER
23.	AUTOMIZER	500/1000ML	
24.	MINI SPRAYER	1 LIT	BRASS / PLASTIC
25.	GERMINATION TESTING TRAY		
26.	SEEDS TREATING DRUM		
27.	FRUIT PLUCKER	225MM	WITH SLEEVE & GRIP
28.	FLEXIBLE PIPE	1/2", 1",	
29.	WATERING CANE	5, 10 LIT	WITH ROSE HEAD
30.	ROSE HEAD		
31.	POST HOLE DIGGER		
32.	BULB PLANTER		SPRING ACTION
33.	PICK AXE		WITHOUT HANDLE
34.	SHOVEL	SQUARE	WITH NOSE D TYPE HANDLE
35.	GARDEN HATCHET		WITH HANDLE
36.	LAWN SPRINKLER	4", 6", 8"	2/3/4 ARMS
37.	BARROW	3,4,5,6 CUT SINGLE / DOUBLE WHEEL	16 GAUGE M.S. STEEL SHEET, ANGLE IRON STRUCTURE, TUBULAR HANDLE DULY PAINTED FITTED WITH 12"X2" SOLID RUBBER TIRE PRESSED STEEL WHEEL PRUNING ON BUSH BEARING

POWER OPERATED

SNO	PARTICULARS	SIZE	SPECIFICATION
1.	LAWN MOVER	16", 18", 20", 24" WHEEL / ROLLER TYPE	PETROL / DIESEL/ KEROSENE ENGINE/ MOTOR DRIVEN WITH GRASS CATCHER
2	HEDGE SHEAR	VARIOUS SIZE	PETROL /KEROSENE ENGINE/ MOTOR DRIVEN
3	PRUNING SAW	VARIOUS SIZE	PETROL /KEROSENE ENGINE DRIVEN

NOTE:

1. In case of ISI mark garden tools the specifications are as per IS- Number of Garden tools with latest amendment.
2. Spare Parts include all the fast moving spare parts of the power operated tools for after sales service /maintains.
3. It is clarified that the offer is not limited to above-mentioned tools offerer can give rate of item of other tools not specified in list. Acceptances of rates of such items are subject to the decision of Managing Director of the Corporation.

ANNEXURE III

THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED
 "PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

NAME OF OFFERER : M/S

FULL ADDRESS & TELEPHONE NO

MANUFACTURER OR DISTRIBUTOR.....

BRAND.....

Sr no	Name of Tool	Model No/ Brand	SIZE	MAXIMUM RECOMENDED RETAIL PRICRE OF THE MANUFACTURE IN RS FOR COMPLETE TOOL	LOWEST RATE OFFERED TO THE CORPORATION IN RS FOR COMPLETE TOOL F.O.R. DESTINATION INCLUDING 5% CORPORATION SERVICE CHARGE				
					AGAINST 'C' FORM			WITHOUT 'C' FORM	
					FOR MARKED	ISI	FOR NON ISI MARKED	FOR MARKED	ISI
1.									
2.									

Separate sheet may be used if necessary

SIGNATURE OF THE SUPPLIER
 SEAL

ANNEXURE-IV

DRAFT AGREEMENT

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

AND

M/s. ----- having its office at ----- through Shri ----- designation ----- (hereinafter referred to as the Supplier whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited offer for supply of garden tools 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.

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance no. dated -----in consideration of the premises and 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. Schedule of specifications for supply of Garden Tools.
- 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.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year referred to above.

DEPUTY GENERAL MANAGER (HORTI)

WITNESSES:

1.

SUPPLIER

WITNESSES:

2.