

RAJASTHAN ELECTRONICS AND INSTRUMENTS LIMITED, JAIPUR

(An ISO 9001: 2015 & 14001: 2015 “Mini Ratna” Central Public Sector Enterprise)

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**“BUSINESS ASSOCIATES
ACROSS COUNTRY FOR
BUSINESS DIVISION OF AGRO
DAIRY ELECTRONICS”**

RAJASTHAN ELECTRONICS AND INSTRUMENTS LIMITED, JAIPUR

Business Associate/Channel Partner of Agro Dairy Electronics

ELIGIBILITY CRITERIA (AGRO DAIRY ELECTRONICS)

This Invitation to expression of interest is open to all entities meeting or exceeding all of the following minimum Eligibility criteria. Any Business Associate/Channel Partner not meeting the eligibility criteria as mentioned below shall be summarily rejected.

The Business Associate/Channel Partner must possess the requisite experience, strength, marketing and technical capabilities in providing the services necessary to meet the business targets as described in the EOI. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as eligibility criteria for Business Associate/Channel Partner interested in empanelment. The Business Associate/Channel Partner must also possess the administrative, technical know-how and the financial wherewithal that would be required to successfully undertake the business for the entire product range. The bid must be complete in all respect and should cover the entire Scope of Work as stipulated in the EOI.

Particulars	Description	Documents to be submitted
Turnover	Average turnover of Business Associate/Channel Partner during the last 2 (two) financial years, should be minimum Rs.10.00 Lac	Balance sheet for last 2 years with Profit/loss statement duly certified by CA, Practicing CA certificate with CA's registration Number/ Seal, Un-audited results are required to be certified with UDIN.
Net Worth	The net worth of the Business Associate/Channel Partner must be positive in the preceding financial year.	Practicing CA certificate with CA's registration Number/ duly signed & sealed with UDIN.
Experience	The Business Associate/Channel Partner should have experience in supply of any product / Services in Dairy or Dairy allied sector.	Copy of Work Orders / Contract Agreement and completion / satisfactory performance certificate from the client.
Blacklisting	As on date of proposal , the Business Associate/Channel Partner shall not be under any declaration of ineligibility for unsatisfactory performance corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/Board of Government of India /State Governments.	Self declaration certificate on Associate/Channel Partner letter head duly signed & sealed should be submitted.

Note:

1. The copies of GST Registration Certificate, Company Registration Certificate, PAN Card & Income Tax Return of last 2 years should be duly signed & sealed and submitted by Business Associate / Channel Partner in a sealed envelope.
2. MSME / Start-up certificate may be submitted, where ever applicable.

Security Deposit:

1. Business Associate/Channel Partner has to submit Demand Draft (D.D.) of Rs. 50,000.00 (Fifty Thousand Only) as refundable security deposit within 21 days after signing of agreement. The Security Deposit (SD) will be refunded after final expiry of the agreement.
2. Note: Bid processing fees and bid security (SD) are exempted for MSMEs vendors/ Developers registered under NSIC/udhyog aadhar category. Valid certificate is to be submitted along with the technical bid.

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SCOPE OF WORK (AGRO DAIRY ELECTRONICS)

1. SCOPE:

- 1(a) **“Business Associate/Channel Partner”** will generate business in the given territory and will get the payment realized.
- 1(b) REIL will make compensation/discounts to **“Business Associate/Channel Partner”** as mutually decided at the time of agreement.

2. PAYMENT:

The compensation/ payment/ discounts defined in clause 1 (b) above shall be made by REIL to **“Business Associate/Channel Partner”** as per following:

- 50% of the payment will be released after receipt of technically & commercially clear order, its supply & acceptance by customer against claim request of compensation.
- The balance 50% payment will be released on receipt of full (100%) payment from Milk Union / Customer against claim request of compensation along with details of invoices & payment made by Milk Union.
- Interest at prevailing rates will be imposed on **“Business Associate/Channel Partner”** if payment is not received after 180 days.

3. MINIMUM COMMITMENT:

“Business Associate/Channel Partner” agrees for minimum business targets of Rs. 1.00 Cr. from sales of products related to Agro Dairy Electronics during contract period.

4. REGION:

“Business Associate/Channel Partner” shall represent as the authorized channel partner of REIL in the allocated territory/region for carrying out business acquisition.

5. GENERAL:-

- 1) REIL shall ensure for timely supply of the products /services with consistent quality.
- 2) **“Business Associate/Channel Partner”** will not represent any other company which is involved in manufacturing and sale of equipment of similar type/ nature.
- 3) **“Business Associate/Channel Partner”** shall not attempt to develop and/or manufacture any of the products Comparable to and related thereof through this agreement.
- 4) **“Business Associate/Channel Partner”** shall make necessary arrangement for distribution of the system to different places as per terms of order.

5) In its performance under the agreement, **“Business Associate/Channel Partner”** shall agrees:-

- a) To continuously and rigorously market the products in the region.
- b) To secure at their cost, EOI documents and other related papers connected with submission of our offers and forward them to us to enable us to submit the same in time. Cost of the EOI will be reimbursed on submission of proper receipt.
- c) To ensure that no EOI notifications from their territory are missed at any time, for the company products. **“Business Associate/Channel Partner”** will ensure that the EOI documents are available in time to REIL.
- d) As and when required, in order to actively assist in preparation of offers, **“Business Associate/Channel Partner”** will visit to concerned Regional Office / HO Jaipur at their cost, if so desired by REIL.
- e) To attend on REIL behalf the EOI openings in the assigned transmit to and transmit to REIL all details related to various offers submitted by other parties.
- f) To keep in close touch with the customers who have purchased the REIL products described in the EOI so as to provide REIL with feedback on performance of the product and render such services as are normally expected by a channel partner.
- g) To expeditiously follow up and obtain timely due payment of REIL from customers towards the due bills for supply, installation, erection, commissioning and maintenance of REIL products.
- h) To keep in close and regular touch with all present and future customers in their territory and keep REIL advised of their likely requirement, market projections etc. as and when this information are available.
- i) To assist REIL in monitoring and obtaining information from territory about competitors activity.
- j) To keep inform the complaints from the customers and provide input to REIL for long- term action if required.
- k) To provide, REIL, sales forecasts and such other information on continuous basis.
- l) As and when required, to receive dispatch documents from REIL and deliver them to customers.
- m) Shall neither appoint any agent/sub-contractor nor deal with trader for any of the REIL products/services.
- n) REIL reserves the right to negotiate and consolidate business with any of the customers in the defined territory directly and in such cases only overriding compensation shall be applicable.
- o) Non fulfillment of targets and schedule of business acquisition and payment realization shall be subjected to exercising of penalty clause on pro data basis. This decision shall be taken at the time of review after the end of the period.
- p) EOI basis Business will be decided on case to case basis with empanelled Business Associate/Channel Partner.
- q) The selected Channel Partner can work in the territory assigned to him only.

LEGAL:

- 1) REIL shall not be held liable or responsible for any illness, physical harm and death sustained by the **“Business Associate/Channel Partner”** authorized representative during the period of contract as they will not be deemed in any manner as employee of the company.
- 2) REIL reserves the right to visit and inspect any installation under this contract at any Time.
- 3) REIL reserves the right to terminate this contract with out giving any notice, if in the Opinion of the company, the performance of the contractor is not found satisfactory and according to the terms stipulated by this agreement.
- 4) **“Business Associate/Channel Partner”** or its partner/associates/employees will not indulge themselves in any activity with any other organization who is involved in similar kind of development, manufacturing, trading, purchasing etc. **“Business Associate/Channel Partner”** or its partner/associate/employees will work with REIL on exclusive basis.

GENERAL TERMS AND CONDITION

a) AMENDMENT

Except as otherwise provided herein, no addition, amendment to or modification of the Contract shall be effective unless it is in writing and signed by and on behalf of both parties.

b) SEVERABILITY

In the event that any or any part of the terms conditions or provisions contained in the Contract shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be served from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.

c) CONFIDENTIAL TREATMENT

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

d) RELATIONSHIP OF THE PARTIES

REIL relationship with Contractor will be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

e) INDEMNITY

REIL and Business Associate will indemnify, defend, and hold harmless each other and its divisions, successors, subsidiaries and affiliates, the assigned of each and their directors, officers, agents and employees from and against all liabilities, claims, losses, and damages of any nature, including, without limitation, all expenses (including attorney's fees), cost, and judgments incident there to REIL and REIL's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract or an order hereunder.

f) FORCE MAJURE

REIL and Business Associate shall not be under any liability to each other or to any other party in any way whatsoever for the destruction, damage, delay or any other matters of the nature arising out of reasons beyond the control of either party, including but not limited to a war, rebellion, civil commotion, strikes, lock-outs and industrial disputes; fire, explosion, earthquake, Act of God, flood, drought, bad weather, requisitioning or other act or order by any government department, council or other constituted body, and similar other reasons.

g) RESTRICTION ON EMPLOYMENT

Both the parties have agreed that they will not recruit any members of staff of other party directly or indirectly.

h) ARBITRATION

The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. No party shall commence any arbitration or litigation in relation to this Agreement unless it has first invited the Chief executive of the other party to meet with its own Chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996

i) TERMINATION OF CONTRACT:

REIL shall be entitled to terminate this Contract, in the event of any or all or any of the following events, with a written notice of 15 days with due consent of the Business Associate:

- I. has abandoned the Contract

- II. has without valid reason failed to acquire the business in respect of the contract or has suspended the progress of acquiring the business.
- III. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just and proper cause.

j) DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure for the period of 01 year and renewable as per mutual agreement.

k) GOVERNING LAW

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India)

1. OTHER TERMS & CONDITIONS:-

- a) All Business Associate shall therefore, furnish declaration that their firm is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. It is also to be declared that their firm has not been black listed by any Central/State/ Public Sector Undertakings in India. The declaration should be verified by the Notary Public.
- b) The Business Associate shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the contract along with the declaration mentioned in above.
- c) The REIL reserves the right to visit and inspect any site under this contract at any time and if defects are noted, payments may be stopped / recovered from contractor. The REIL reserves the right to terminate this contract without giving any notice, if in the opinion of the REIL, the performance of the Business Associate is not found satisfactory and according to terms stipulated by this contract.
- d) The REIL shall be fully absolved from the third party claims and damages during the execution of the contract.
- e) The contract agreement shall be executed at Jaipur and shall be subject to Jaipur court jurisdiction alone.
- f) The REIL shall deduct the TDS as per the Income Tax Act.
- g) REIL reserve the right to execute the contract agreement on exclusive / non exclusive basis.
- h) REIL reserve the right to increase / decrease the no. of products and territory any time from the contract agreement.
- i) REIL reserve the right to impose LD on business associate / channel partner's on prorata basis if deducted by the customer from REIL due to their faults.

2. NO AGENCY:

- I. Contractor shall perform its obligations under this agreement as an independent entity. Neither this agreement nor contractor performance of obligations under this agreement there under shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant or employer and employee company and contractor or its employees subcontractor, and neither party shall have the right, power or authority

(whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

- II. Contractor shall solely be responsible for all payments (Including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or against hold themselves out as employees or against of company, nor seek to be treated as employees of company, for any kind of income or benefits. Contractor alone shall make all required payments of deposits of taxes (as required by law) in a timely manner contractor further declares that it has necessary permission under all laws including the contract labour regulation act for employing the staff.

3. VIOLATION OF TERMS:

The parties agree that each party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, obligations and representatives contained in this agreement these injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for recovery of the amounts due under this agreement and related costs and a right for damage.

4. ENTIRE AGREEMENT :

This agreement together with the EOI constitutes the entire understanding between the parties with respect to the subject matter here of and supersedes prior negotiations, representation, or agreement, either written or oral. Should there be a conflict between the terms of this agreement and the provision of the EOI, the terms of this agreement shall prevail, provided however, Should there be a provision, obligation or a condition contained in the EOI which is not included here under, such provision, obligation or condition shall be deemed to be incorporated in this agreement of the extent that such provision, obligation or condition is not inconsistent here with. In case of a difference of opinion between company and contractor in comprehending and/or the EOI, the interpretation by company shall be binding and final on contractor.

5. COUNTERPARTS:

In the agreement may be signed in 2 counterparts, each of which is an original and all of which, taken together, constitute one and the same instruments.

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LIST OF PRODUCTS FOR AGRO DAIRY ELECTRONICS

➤ Electronic Milk Tester (EMT) ➤ Data Processor EMT (DPEMT)	➤ Electronic Weighing Scale (EWS)
➤ Electronic Milk Analyzer (EMA) (SL - 20 & SL- 30) / Lactoscan LW (Window based)	➤ Automatic Electronic Milk Tester (AEMT)
➤ Electronic Milk Adulteration Tester (EMAT) ➤ Electronic Milk Adulteration Tester with Analyser (EMAT+)	➤ Automatic Milk Collection Unit (AMCU) ➤ Electronic System for Analysis of Milk Quality & Adulteration
➤ Data Processor Milk Collection Unit (DPMCU) ➤ ■ SPV ■ GPRS ■ SPV - GPRS	➤ Somatic Cell Counter (SCC)
➤ BMC Data Logger	➤ RMRD Network Automation System
➤ High End Equipments	➤
➤ Solar power plant for BMC/ Village DCS/ MCC/ Dairy Plant	
➤ GPRS Up-gradation of AMCU / DPMCU systems / Vehicle Tracking System / Mobile app / Milknet + / online Milk Procurement solution in dairy	

Note: Any other product other than mentioned above will be decided on mutually agreed basis

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CERTIFICATE FOR NON BLACK LISTING

To

Date: _____

Rajasthan Electronics And Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

We M/s. Confirm that we are not blacklisted in any PSUs/Government/semi Government/ Quasi Government department in India, as on date of submission of bid. This undertaking is submitted to the best of my knowledge. If at any stage it is found wrong then REIL may take necessary action against us.

On behalf of company

Name and Designation

RAJASTHAN ELECTRONICS AND INSTRUMENTS LIMITED, JAIPUR
EOI For Business Associates/Channel Partner of Agro Dairy Electronics

Date: _____

AUTHORIZATION CERTIFICATE

To

Rajasthan Electronics And Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

We M/s. are authorizing
Mr./Mrs. to submit EOI document in reference to
your Business Associate/Channel Partner of Agro Dairy Electronics for empanelment of Business
Associate/Channel Partner across Country on our behalf. They are authorized to carry out
communication and negotiations on our behalf.

On behalf of company

Name and Designation

Signed and sealed (who has signed the EOI)

RAJASTHAN ELECTRONICS AND INSTRUMENTS LIMITED, JAIPUR

EOI For Business Associates/Channel Partner of Agro Dairy Electronics

Check List

Sr. No.	Required Documents	Submitted (Y/N)
1	Sealed and signed eligibility criteria	
2	Sealed and signed Scope of work	
3	Sealed & signed undertaking for nonblack listing (Annexure-I)	
4	Sealed & signed undertaking authorization certificate (Annexure-II)	
5	Sealed & signed Bank Guarantee Towards Security Deposit(Annexure-III)	