



The Maharashtra Agro-Industries Development Corporation Limited

(A Govt. of Maharashtra Undertaking)

Krushi Udyog Bhavan, Dinkarrao Desai Marg, Aarey Milk Colony,

Goregaon (E), Mumbai – 400 065

Ph.: 022 - 29272027 to 32, Fax: 022 – 28719398 / 99

(Process Food Division NOGA)

TENDER NOTICE

Sub:- E-Tender for inviting food Manufacturer's's who are interested to sell the Food Products under NOGA Brand on Royalty basis.

Sr. No.	Tender no. and Date	Nature of works
1	NOGA/Products/2016-17/29 Dtd 20.09.2017.	E-Tender for inviting food Manufacturer's's who are interested to sell the Food Products under NOGA Brand on Royalty basis.

The tender document can be downloaded from the Department's sub-portal www.maidcmumbai.com. Only those contractors / bidders, interested in bidding, shall pay the tender document cost online Rs. 100/- For more details on the tender and bidding process you may please visit the below mentioned portal.

Note: All eligible / interested contractors are mandated to get enrolled on the e Procurement portal (<https://maharashtra.etenders.in>) and the tender can be download through the sub portal (www.maidcmumbai.com) in order to download the tender document and participate in the subsequent bidding process.

-SD-

(Sunil N,Patil)

Dy.General Manager
(NOGA, MAIDC)

1.0 Instructions for submission of Tender and General Conditions.

1. Bidders are requested to visit the website <http://mahatenders.gov.in> and go through the “e-tendering Tool Kit” wherein the all basic **know how** (detailed help documents designed for bidders) of the e-tendering stages are given.
2. For any sort of assistance, please refer, 24x7 Help Desk nos. 1800-3070-2232, Mobil No. 91-7878007972 & 91-7878007973, E-mail : cppp-support@nic.in
3. Login ID & password to be created on the above website.
4. Class II or Class III Digital signature (e-token) with signing, verification, and encryption and decryption certificates is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using above Class II or Class III digital signature as per the Information Technology Act, 2000. The digital signatory should be the authorized representative of the organization/bidder.
5. Tender form fee Rs.100/- (Rupees one hundred only) is to be paid online for the downloading of Tender Document and bid preparation. Earnest Money Deposit **Rs.9800/- (Rupees Nine Thousand Eight Hundred only)** is to be paid online through net banking. (EMD will not carry any interest.)
6. The various activities/stages of Tender procedure for the bidders as well as for MAIDC are; date & time locked. Hence bidders are requested to execute all the activities related to Tender downloading, bid preparation & bid submission strictly as per the Tender schedule (key dates).
7. This Tender is strictly by online process. No manual bids will be accepted by MAIDC.
8. MAIDC reserves the right to accept or reject any or all Tender either in part or in full without assigning any reason whatsoever.
9. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance.
10. The Tender offer shall be submitted in “One Bid System” comprising of “Technical Bid” by online process.
11. The Technical Bid shall contain all other technical details/documents in support of the offer only. Technical bid shall contain the following information.
 - 1) Experience in the food processing unit, specially canned processed fruits and vegetables, not less than 5 years.
 - 2) Details of similar work assignments handled earlier.
 - 3) PAN No. and GST Registration No., etc.
 - 4) Latest valid Income Tax Clearance Certificate
 - 5) Any other information, documentary evidence in support of suitability of the offer.
13. Successful bidder will have to furnish Rs.10 Lacs of total value of contract towards interest free security deposit and some shall be refundable after successful completion of contract.
14. The detailed Scope of Work can be referred to the terms of reference.

-SD-

(Sunil N,Patil)

Dy. General Manager (Noga)

KEY SCHEDULE

The rates /bid offers should be valid for 120 days. The M.A.I.D.C reserve the right to accept or reject any or all Tender either in part or full without assigning any reason whatsoever.

Time Schedule (key dates):

Sr. No	MAIDC Stage	Start Date & Time
1	Release of Tender	20.09.2017 14.00
2	Pre Bid Meeting	03.10.2017 14.00
3	Bid Preparation & Tender Closing	10.10.2017 14.00
4	Bid Opening	11.10.2017 14.00

2.0 Introduction

2.1 Background:-

The Maharashtra Agro Industries Development Corporation Ltd. (MAIDC Ltd.) is one of the leading and profit-making Undertakings of Govt. of Maharashtra dealing in manufacturing and trading of agricultural inputs such as Fertilizers, Pesticides, Agricultural Implements and Fruit Processing (NOGA), having its operation spread throughout the State of Maharashtra over the period more than four decades. The Registered Office of the Corporation is situated at Goregaon, Mumbai.

NOGA's plant at Hingna, Nagpur is semi automated with Laboratory facility. It is with the help of such facility the NOGA continue to make quality products and also supplying to most of the prestigious institutions like Air India, Para Military forces, CSD, Star hotels, Grahak Panchayat etc since last 40 years. The NOGA product is also registered with IRCTC, Railways and supplying for Catering services through IRCTC & railways authorized private caterers as per the requirement.

2.2 Role of Food Manufacturer's-

The present tender for inviting offers from experienced food manufacturing / marketing team, who is engaged in food manufacturing process.

The Food Manufacturer's will be involved in all the manufacturing work as mentioned in Scope of Work.

3.0 Scope of Work –

SECTION –I: APPLICATIONS ARE INVITED FROM THE EXPERIENCED AND ELIGIBLE MANUFACTURE FROM PROCESSED FOOD MANUFACTURING INDUSTRY FIELD; ON THE FOLLOWING TERMS AND CONDITIONS.

1. The successful Food Manufacturer's shall have to pay RS. 10 LAKH security deposit of total value of tender. The security deposit shall be interest free during the period of contract before entering into Contract Agreement & the said Security Deposit shall remain with the MAIDC during the period of contract.
2. The Food Manufacturer's will have to enter into an agreement with MAIDC at the cost of the Manufacturing, selling of the food products and shall bear the necessary stamp duty applicable to the agreement.
3. The food Manufacturer's shall not be entitled to sub-contract with any other party/parties.
4. The MAIDC authority shall have right of termination of the contract at any stage on violation of any of the terms and condition of the Contract and in such case the Security Deposit shall be liable for forfeiture.
5. The agreement for the contract shall be governed by and interpreted in accordance with the laws in existence and jurisdiction at the Mumbai.
6. The MAIDC reserved the right to open /accept or select the tender in full or part without giving reasons thereof.

(Food Manufacturer's are advised to study carefully all technical aspects and instructions, terms and conditions given in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the Food Manufacturer's risk and may result in the rejection of the bid.)

SECTION-II: MINIMUM CRITERIA FOR THE ELIGIBILITY

The technical bid should contain the following documents in the absence of which the Commercial Bid would not be opened.

- A. The Bidder should have experienced in manufacturing and sell food products for government sector or any other sector and they have required licenses such as Food safety License or related to food manufacturing (like ISO 22,000, FSSAI, GMP, MPCB, MSME), GST registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/ License should be enclosed.
- B. The Bidder should be in continuous existence in core business of food specifically in the field of making food Products for the last five (05) Years and also supply to the Retail, Wholesale and Modern Trade markets.
- C. A Certified copy of the annul audited accounts duly signed by the Chartered Accountant should be enclosed for each year.

- D. The Bidder should have own land with manufacturing unit without any legal issues and also they have to arrange themselves water, electricity etc. supply for the same and should have own in house testing laboratory.
- E. The Bidder should submit Bank Accounts Statement.

SECTION-III: SPECIFICATIONS OF REQUIREMENTS

1. MAIDC will enter into agreement with Food Manufacturer's on royalty basis.
2. Manufacturer's shall pay to the MAIDC a quarterly royalty.
3. The detail terms and conditions will mention in the agreement made in both the parties.
4. For the manufacturing of Products required staff should be managed by the Manufacture only.
5. MAIDC is not spending any money on the repair or maintenance of the machinery/equipments used for manufacturing process.
6. The Food manufacture will be running the Plant on their own management. The MAIDC is not going to interfere in the management of Food Manufacturer's.
7. The priority is given to that Food Manufacturer's whose members were undergone the training of food processing.
8. All the raw material and packaging materials required in the plant is the responsibility of the Food Manufacturer's.
9. All the government regulatory for food manufacturing unit should be fulfill by Food manufacture only.
10. The MAIDC agree to allow the Manufacturer's to use the Trade Mark "NOGA".
The Manufacturer's shall comply with all the statutory requirements in respect of services relating to goods/services, marketing and storage of the product under the Trade Mark Act, 1999.
11. **Quality Responsibility:** It is the Food Manufacturer's who's having all the responsibility regarding the quality standard and manufacturing defects of the products.
The Company Should kept all appropriate records like food processing, preparation/cooking, Storage, distribution, service, food quality, laboratory test results, cleaning & sanitation, pest control, product recall.
The Manufacturer's should submit monthly all quality, production and maintenance reports to the MAIDC office.
12. The Manufacturer's should be manufactured products under the provision of the Food & Safety Act 2006.(manufacturing process, storage, transportation, terms & conditions for sales)
13. The Manufacturer's should check and submit the monthly batch wise quality testing report under the NABL accredited lab with their own expenses.
14. The Manufacturer's should submit monthly sales reports to the MAIDC office.
15. For the production of the processed products under the NOGA Brand, quality of raw material packaging materials, finished products, should be checked periodically by MAIDC.

16. The Manufacturer's shall be solely and fully responsible for the marketing, distribution, costing in retail market, wholesales market, modern trades, initially, in the region of Mumbai and Pune only. All the related expenses for promotional activities shall be borne by 'Manufacturer's' only.

17. Royalty Charges information –

Sr. No	Types of Royalty	Format	Time Duration	Due Date	Finable Period
1	Fixed	Demand Draft with full and final amount	Quarterly	Till the 10 th date of the third month. (starting quarterly)	After Due Date

18. Accordingly above mention chart if Manufacturer's should delay to pay fixed Royalty charges, then 21% Simple interest is chargeable to Manufacturer's.

19. The Food Manufacturer's, who's having all the responsibility regarding the NOGA brand food products - labels, rates, taxes, packaging, insurance, delivery, weighment / inspection / sampling, rejection of supplies, payment terms etc.

4.0 Time Period:-

The contract period is 10 years.

5.0 Review:-

The manufacturing & all related work shall be closely reviewed by the Managing Director of MAIDC Ltd. For any other information like technical, you may contact Mr. Sunil Patil, Dy.Gen.Manager(Noga) 8888842306 or mail to nogamumbai@maidcmumbai.com

***Terms and conditions applied.*

(Sunil Patil)
Dy.Gen.Manager(Noga)

Annexure A- FORMAT OF COMPANY INFORMATION

(A) TECHNICAL DATA

1. **NAME OF THE TENDERER:**
2. (a) Registered address of the Tenderer
(b) Copy of the Memorandum and Articles of Association of the company or copy of the Deed of Partnership (as the case may be)
3. (a) Factory Registration No. and Year:
(b) Industrial License Number:
(Enclosure No.1)
4. Location of factory:

Telephone Nos.	Factory
Fax No.	Mumbai Office
Telex No.	Mobile No.

(B) COMPULSORY DOCUMENTS:

1. Income tax permanent account No. and copy of the last filed return. (Enclosure No.2)
2. Declaration letter stating that all the terms and conditions of this tender are acceptable to the Tenderer (Enclosure no. 3)
3. a) Xerox copy of the receipt for payment of E.M.D.
OR
b) Demand Draft of equivalent amount of E.M.D. (Enclosure no. 4)
4. Copy of the tender conditions signed and sealed. (Enclosure no. 5)
5. Copy of the specifications (which is annexed herewith) duly signed and sealed.
7. The details of the food products supplied during the past three years to the various Industries in Maharashtra/Other States. (Please submit proper evidence from respective organization/s **Enclosure - No. 6**)

SR. NO.	NAME OF THE INDUSTRY	YEAR OF SUPPLY	QUANTITY	ORDERED QUANTITY	SUPPLIED RATES	ROYALTY Paid (IN RS.)
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(C) ADDITIONAL DOCUMENTS:

1. Manufacturing capacity per month.
2. Annual Turnover of the firm for the last three years (certified by the Chartered Accountant **(Enclosure No. 7)**)
3. GST Registration No.

D) NOGA BRAND FOOD PRODUCTS TO BE SALE -

SR. No.	Name of the Food Products	Quantity	Rate per Case(Rs.)	Expected Sale (Amount in Rs.)
1				
2				

Note: All the original documents of which copies have been attached to the technical tender should be made available for verification at the time of opening of technical tender.

**SIGNATURE OF THE AUTHORISED SIGNATORY
RUBBER STAMP**

SEAL:

DATE:

LIST OF ENCLOSURES:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

END OF TENDER