



THE MAHARASHTRA AGRO-INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)
(Registered under the Companies Act, 1956)

“CIN” U05000MH1965SGC013380

° **Head Office:**

Krushu Udyog Bhavan,
Dinkarrao Desai Marg,
Aarey Milk Colony,
Goregaon (East), Mumbai 400 065.
Telephone : 29272027
Fax : 28719398/28719399
E-Mail:- fertdivmumbai@gmail.com

Expression of Interest (EOI) NOTICE

Ref.No. Fert/Outsource/2017-2018/03658

Date: 16.06.2017

To,

M/s,-----

Sub: Invitation for Expression of Interest (EOI) to solicit interest for Outsourcing the production of Single Super Phosphate (Powder and Granulated) in Krushi Udyog brand under various options for MAIDC Ltd.

Dear Sirs,

Online digitally signed Expression of Interest are invited for the manufacturing of Single Super Phosphate (Powder and Granulated) under the brand name “KRUSHIUDYOG” with following options
Option I :- Manufacturer should express his interest for manufacturing the Single Super Phosphate (Powder and Granulated) in Krushi Udyog brand and quote rate for processing charges on PMT basis, i.e. MAIDC will supply the required raw material and packing material (New HDPE/PP bags) only. Processing of raw material and manufacturing KU Brand Single Super Phosphate (Powder and Granulated) as per the FCO specifications will be the responsibility of manufacturer .

Option II :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for NPK Single Super Phosphate (Powder and Granulated) as per FCO Specifications inclusive of Raw Material and Processing Cost except **new HDPE bags for finished product which will be provided by us.**

Option III :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for NPK Single Super Phosphate (Powder and Granulated) as per FCO Specifications inclusive of Raw Material and Processing Cost and new HDPE bags for finished product.

Option IV :- Manufacturer should manufacture and sale the Single Super Phosphate (Powder and Granulated) under the brand name Krushi Udyog and offer the royalty for our brand name.

Background

About MAIDC Ltd. a Govt. of Maharashtra Undertaking.

MAIDC LTD. is engaged in the fertilizer business since 1965. It is having six Granulated Mixed Fertilizer manufacturing units situated all over the state of Maharashtra and also gets its production outsourced from two other manufacturers in Maharashtra. MAIDC is having about 50% market share of

Granulated Mixed Fertilizers in Maharashtra under the brand name Krushi Udyog. This brand name has established a goodwill in the farmers since last 50 years.

Need for the Expression of Interest and rate quotation for Outsourcing the Production.

MAIDC has now decided to expand its business in the adjoining states of Maharashtra i.e. Gujrat, Madhya Pradesh, Chattisgad, Andra, Telangana and Karnataka. We intend to outsource the production of respective Single Super Phosphate (Powder and Granulated) in these states.

Plant Capacity and Condition

Capacity of Single Super Phosphate (Powder and Granulated) Plant should be at least 200 TPD with all the required infrastructure and the Plant should be in operating condition. Details of the Plant along with the available infra structure to be submitted in the format given as Annexure " A" and copies to be uploaded in the technical bid documents.

Quality Aspect

For all the four options, the production and quality norms will be strictly as per F.C.O. standard and maintaining the quality as aforesaid will be the sole responsibility of the successful bidder. For further details, please refer the Terms and Conditions - Annexure "C".

Subsidy

Governments subsidy under the NBS Policy will be claimed by the bidder and obtaining the same will be the sole responsibility of the bidder. The SSP supplied to MAIDC will be at subsidized rate. However, any documentation required from MAIDC for claiming the subsidy will be provided by MAIDC.

Legal Aspects

The successful bidder will have to execute an agreement regarding the terms and conditions governing the outsourcing on the non judicial bond paper.

The interested manufacturers submitting their proposals must be able to commit to engage with MAIDC Ltd. for at least 3 years if desired so by MAIDC.

MAIDC Ltd. reserves the right to accept or reject any or all the offers at its sole discretion without assigning any reason.

Interested manufacturers' Conference

MAIDC LTD. will host a interested manufacturers' Conference in Mumbai at the address given under contact details. The Conference is tentatively scheduled as per the schedule given. The representatives of the interested organizations (restricted to two persons per organization) may attend the interested manufacturers' conference at their own cost. The purpose of the conference is to explain the interested manufacturers the objective and broad scope of the assignment as per the EoI. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the EoI and the project. The venue for the bid conference will be our Head Office at Goregaon, Mumbai-65.

Contact Details

Contact Person : Mr.D.S.Patil Mob. 8888842283/022-28719356

Contact address : Maharashtra Agro Industries Development Corporation Ltd.

Krushi Udyog Bhavan, Dr.Dinkarrao Desai Marg,

Goregaon (E) , Mumbai-65

Official Website : maidcmumbai.com

E-mail ID : fertilizer@maidcmumbai.com / fertdivmumbai@gmail.com

Acknowledgement of Understanding of Terms

By submitting a response against the EoI, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EoI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

MAIDC Ltd. may, in exceptional circumstances and at its discretion, extend the deadline for submission of EoI response by issuing an addendum to be made available on the MAIDC Ltd.'s website and e-tender website in which case all rights and obligations of MAIDC Ltd. and the interested manufacturers previously subject to the original deadline will thereafter be subject to the deadline as extended.

The EoI document alongwith the Terms & Conditions can be downloaded from the e-tendering portal <https://mahatenders.gov.in> by paying online Rs. 1,300/- (Rupees One Thousand Three Hundred only) inclusive of taxes (non refundable). The payment can be remitted through net banking only.

The interested Interested manufacturers will have to pay online, the Earnest Money Deposit of Rs.1,00,300/- (Rupees One Lakh Three Hundred only) by way of net banking at the time of bid preparation. Earnest Money Deposit of successful bidder will be converted into Security Deposit. Total security deposit will be of Rs.10,00,000/- (Rupees Ten lakhs Only). For details please refer Terms and Conditions. (Ann.A).

Interested manufacturer will have to submit online offers separately for Option (I) and Option (II) or for both as per the tender Schedule (key dates).

Thanking you,

Yours faithfully,
For The M.A.I.D.C.Ltd.

(R. E. Shinde)
Dy. General Manager (Fert. & AE)

The M. A. I. D. C. Ltd
Fertilizer Division, Mumbai.

Tender Schedule (key dates)

Tender Date	Release	Closing Date & Time	Opening Date & Time
16.6.2017		26.6.2017 15.00 Hrs.	28.6.2017 15.05 hrs.

(R.E. Shinde)
Dy. General Manager(Fert. & AE)

M. A. I. D. C. Ltd.
Fertilizer Division, Mumbai

Instructions for the Interested manufacturers

Interested manufacturers are requested to visit the website <http://mahatenders.gov.in> and go through the “e-tendering Tool Kit” wherein all the basic **know how** (detailed help documents designed for Interested manufacturers) of the e-tendering stages are given.

The interested manufacturers are required to download the EoI documents for the above items online and submit their Bids for these items online ONLY. Manual EoI response shall not be considered in any circumstances.

The various activities required to be executed by the interested manufacturers while submitting their online EoI response are time and date locked. The interested manufacturers are requested to execute all the activities related to their EoI response within the prescribed time limits (key dates) for each stage.

The interested manufacturers will have to make online payment of Earnest Money Deposit (using only net banking) of Rs.1,00,300/- (inclusive of taxes)

As per Information Technology Act – 2000, the interested manufacturers are required to sign the bid documents using Class – II / Class – III Digital Signature Certificate. E-Tendering Tool Kit for interested manufacturers (detailed help documents, designed for interested manufacturers) has been provided on e-Tendering Website in order to guide them through different stages involved during e-Tendering For more help on Website. 24x7 Helpdesk Toll Free no.: 180030702232 & Mobile No. 917878107985-86/917878007972-73 For further information, please visit – <https://mahatenders.gov.in>

The MAIDC reserves the right to accept or reject any or all EoI response either in part or in full without assigning any reason whatsoever.

Tender opening

The tenders will be opened at 15.05 hrs on 28-6-2017 the same day in presence of manufacturers or their representative.

(R.E. Shinde)
Dy. General Manager(Fert. & AE)

List of Technical Bid Documents

1. Copy of Manufacturing License issued by the Commissioner of Agriculture.
2. Copy of DRC issued by the Commissioner of Agriculture of the State.
3. Copy of Consent to Operate of State Pollution Control Board.
4. Copy of registration under NBS Policy.
5. Copy of DRC issued by the Commissioner of Agriculture of the State.
6. Copy of Factory License and last visit report of Factory Inspector.
7. Copy of Provident Fund registration.
8. Copy of ESIC registration if applicable.
9. VAT/TIN registration certificate.
10. Stability Certificate of Plant House and Godowns.
11. Storage Capacity of Sulphuric Acid and Rock Phosphate
12. Latest visit report of Electrical Inspector.
13. Details of pending Legal matters related with the Factory.
14. Details of loans and other liabilities related with the Factory.
15. Layout of Plant and Godowns with dimensions and area.
16. Details of the production for the last three years.
17. Details of Companies own marketing network i.e. details of Dealers and Distributors.

Companies Letter Head

Date

Commercial Bid

Option I :- Manufacturer should express his interest for manufacturing the Single Super Phosphate (Powder and Granulated) in Krushi Udyog brand and quote rate for processing charges on PMT basis, i.e. MAIDC will supply the required raw material and packing material (New HDPE/PP bags) only. Processing of raw material and manufacturing KU Brand Single Super Phosphate (Powder and Granulated) as per the FCO specifications will be the responsibility of manufacturer .

Rate : Powder Rs_____ per metric ton. Granulated Rs_____ per metric tonn

Option II :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for Single Super Phosphate (Powder and Granulated) inclusive of Raw Material and Processing Cost except **new HDPE bags for finished product which will be provided by us.**

Rate : Powder Rs_____ per metric ton. Granulated Rs_____ per metric tonn

Option III :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for Single Super Phosphate (Powder and Granulated) as per FCO Specifications inclusive of Raw Material and Processing Cost and new HDPE bags for finished product.

Rate : Powder Rs_____ per metric ton. Granulated Rs_____ per metric tonn

Option IV :- Manufacturer should manufacture and sale the Single Super Phosphate (Powder and Granulated) under the brand name Krushi Udyog and offer the royalty for our brand name.

Rate : Powder Rs_____ per metric ton. Granulated Rs_____ per metric tonn

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

ANNEXURE "A"

1. Plant Capacity and Flow Chart :
2. Location :
3. Date of commencement of factory :
4. Details of production for last three years :
5. Manufacturing Licence No. & Date of validity :
6. State Pollution Control Board Consent to Operate and Date of Validity :
7. Factory Licence No. & Date of validity, copy of latest visit Report of Factory Inspector. :
8. P.F. Registration No. :
9. E.S.I.C. Registration No. :
10. VAT/TIN :
11. Stability Certificate of Plant and Godowns :
12. Latest Visit Report of Electrical Inspector :
13. Details of pending legal matters (related with Factory) :
14. Details of Loans and other Liabilities (related with Factory) :
15. Plot Area :
16. Land Status :
17. Plant Area :
18. Godown : Area Capacity
19. Office Building Area :
20. Electrical Connection :
21. Connected Load :
22. Sanction Demand :
23. Contract Demand :

- 24. Transformer details :
- 25. Water Connection :
- 26. Manpower :
 - a) Operational Staff :
 - b) Ministerial Staff :
 - c) Officers/Supervisors :
 - d) Contract Labours/Mathadi Workers :
- 27. Weigh Bridge Capacity :
- 28. Furnace Oil / Coal Storage Capacity :
- 29. Material handling charges paid to Hamals :
- 30. Maximum production taken :
(During a month and during the year)
- 31. Security arrangements :
- 32. Layout of the Factory & Godown :

Date :
Place:

Signature and Seal of Authorized
Signatory

Annexure "B"
Undertaking for not been blacklisted

To,
Maharashtra Agro Industries Development Corporation Ltd.
Krushi Udyog Bhavan, Dr.Dinkar Desai Marg,
Aarey Colony, Goregaon (E)

Ref : EOI for Outsourcing the production of Single Super Phosphate (Powder and Granulated)s dated 16-6-17.

Subject: Self Declaration of not been blacklisted in response to the Outsourcing the production of Single Super Phosphate (Powder and Granulated)s with any State or Central Govt. of India or their undertakings.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Authorized Signatory's Signature:

Date:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

ANNEXURE "C"
M. A. I. D. C. Ltd FERTILIZER DIVISION, MUMBAI.

General Terms and Conditions for outsourcing of "KRUSHI UDYOG" Single Super Phosphate (Powder and Granulated) production as per F.C.O. specifications.

Sealed offers of EoI are invited for undertaking production of Single Super Phosphate (Powder and Granulated) in KRUSHI UDYOG brand on Per Metric Ton basis.

1. **RIGHT OF ACCEPTANCE/REJECTION OF OFFERS :**

MAIDC Ltd. reserves the right to accept at their sole and unfettered discretion any offer for whole or part quantities or to reject any of all offers without assigning any reason.

2. The terms and conditions as embodied in the N.I.T. shall be final and any variations, additions, deletion etc. mentioned in the manufacturers offer shall be liable to be rejected by the MAIDC Ltd.

3. **PERIOD OF CONTRACT :**

The Contract period is proposed to be for the period (July-2017 to June-2018) which may be further extended for two years if desired so by MAIDC. Further Manufacturers may offer month wise production quantity in Mts. for one year. However, MAIDC does not bind itself of the quantity mentioned above and it may vary as per the actual situation prevailing during the contract period.

4. **PLANT SIZE AND CONDITION :**

Size of the Plant should be at least TPD and the Plant should be in Operating condition. Details of the Plant along with the infra structure to be submitted in the format given as ANNEXURE " A".

5. **PLANT LOCATION :**

MAIDC intends to outsource their Single Super Phosphate (Powder and Granulated) production in 1) Gujarat, 2) Karnataka, 3) Madhya Pradesh, 4) Chattishgarh, 5) Telengna and 6) Andra. Hence plant should be preferably located in this area.

6. Manufacturer should quote rate on Per Metric Ton basis for

OPTION – I :- Manufacturer should express his interest for manufacturing the Single Super Phosphate (Powder and Granulated) in Krushi Udyog brand and quote rate for processing charges on PMT basis, i.e. MAIDC will supply the required raw material and packing material (New HDPE/PP bags) only. Processing of raw material and manufacturing KU Brand Single Super Phosphate (Powder and Granulated) as per the FCO specifications will be the responsibility of manufacturer .

OPTION – I I :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for NPK Single Super Phosphate (Powder and Granulated) inclusive of Raw Material and Processing Cost except **new HDPE bags for finished product which will be provided by us.**

Option III :- Manufacturer should quote Ex-Factory Per Metric Ton Rate for NPK Single Super Phosphate (Powder and Granulated) as per FCO Specifications inclusive of Raw Material and Processing Cost and new HDPE bags for finished product.

Option IV :- Manufacturer should manufacture and sale the Single Super Phosphate (Powder and Granulated) under the brand name Krushi Udyog and offer the royalty for our brand name.

7. All related records i.e. maintenance of daily receipt, production, dispatches etc. will be Manufacturers responsibility. MAIDC will have right to maintain their own record or verify the manufacturers record at any moment.
8. **Quality Aspect**
For all the four options, the production and quality norms will be strictly as per F.C.O. standard and maintaining the quality as aforesaid will be the sole responsibility of the successful bidder. For further details, please refer the Terms and Conditions - Annexure "C".
9. **Quality Control :**
Manufacturer should have well-equipped laboratory for testing of raw material and finished product as per the procedure laid by F.C.O. The raw material and finished product will be analyzed batch-wise on daily basis and the reports will have to be submitted to MAIDC daily. Samples drawn and preserved will be the property of MAIDC. Further, for any failure occurring in the field for the samples drawn by Quality Control Department of Commissioner of Agriculture or any other Authority will be sole responsibility at the cost of Manufacturer and for this, the Manufacturer will have to give undertaking on Judicial Stamp paper to MAIDC.
10. **PROCESS LOSS :**
The process loss in case of raw material supplied by us to the extent of 1.0% will be borne by MAIDC. Process loss beyond 1.0% shall be recovered by MAIDC from the Manufacturer.
11. All the necessary resources such as Operating Staff, Hamal/Labours, Stores and other necessary staff etc. required for running the plant will be made available by the manufacturer so that our production demand is not affected and consequently loss on account of non-fulfilling of demand.
12. **In case of Option-I during the contract period Manufacturer will not be allowed to undertake production of any other brand for themselves or for any outsider.**
13. Daily production will not exceed the rated capacity i.e. 200 TPD or as mentioned in the bid in 3 Shifts.
14. **RE-PROCESSING :**
In case the finished product is not as per the specifications, MAIDC shall order for re-processing the same at the cost of the Manufacturer and ensure that it complies with the specifications laid by F.C.O. This shall be without prejudice to MAIDC's other legal rights.
15. **PROCESSING COST :**
Processing cost shall include the cost of unloading material at the factory and processing the same finished products, electricity, water and fuel, filling of finished product in the bags, weighing sealing/stitching(machine stitch) and finally loading in the Trucks.
16. MAIDC shall take insurance of their raw materials, semi-finished and finished goods and HDPE bags and whatever material belonging to MAIDC at their cost and the only beneficiary shall be MAIDC.
17. **SUPERVISION :**
MAIDC shall depute Personnels at their cost to supervise the production and allied operations to ensure that the finished product meets specifications. However, it will be the sole responsibility of the Manufacturer to process the material strictly as per the F.C.O. specifications.

MAIDC shall have right to inspect and take account of raw material and finished products which belongs to MAIDC and Manufacturer will render all necessary assistance and co-operation to MAIDC.

18. LICENSES & STATURY COMPLAINTS :

It shall be the sole responsibility of the Manufacturer to obtain all required licenses and permission for storing raw materials and/ OR for granulation / production of NPK Mixed Fertilizers. Manufacturer shall ensure that provisions under all relevant Acts applicable from time to time shall be complied with and no default is committed. All the provisions of relevant Labour Laws, Factory Act, Workmen Compensation Act etc. will be followed by the Manufacturer and it shall not create any liability whatsoever on MAIDC. As a result of failure on the part of the Manufacturer in following the provisions of relevant acts , if MAIDC is required to face any legal proceedings and required to pay any penalties, damages same shall be recovered from the Manufacturer.

19. GODOWNS :

Manufacturer will have to provide sufficient godowns for storage of raw material as well as finished product for which MAIDC will not pay any Godown Rent. Storage capacity may please be specified in the EoI response.

20. EMPTY BAGS:

All the empty bags of raw material will be the property of MAIDC and will have to be stored properly by the Manufacturer and handed over the same to MAIDC when demanded in case of Option-I

21. All raw materials and packing materials supplied to you for above purpose will be the property of MAIDC under any circumstances in case of Option I

22. SAFETY AND SECURITY:

Manufacturer shall arrange for complete safety and security of the material belonging to MAIDC

23. SECURITY DEPOSIT:

- a) Manufacturer shall be required to pay Security Deposit. Successful Manufacturer will have to deposit additional offline payment of Rs.9,00,000/- in working days in Office for which the outsourcing order is placed on him by the MAIDC. The amount of Security Deposit shall be deposited by the Manufacturer in cash or in the form of Bank Guarantee (in the proforma prescribed by the purchaser) for equivalent amount from the scheduled Bank. In case of successful Manufacturer Online Earnest Money Deposit of Rs.1,00,300/- will be transferred to Security Deposit i.e. total security deposit will be Rs.10,00,000/- (Rs.Ten Lakhs)
- b) Bank Guarantee furnished by the Manufacturer (as stated above) shall be valid for the period of 18 months and Bank Guarantee shall cover due and proper fulfillment/performance of the contract on the part of the Manufacturer. The Security Deposit (above mentioned) shall be retained by the purchaser during the period of contract till the settlement of the accounts/transactions arising out of the contract. No interest shall be paid on the amount of Security Deposit.
- c) If contract is fulfilled/completed within the prescribed period and if the period for performance of the contract is extended by the purchaser, in that case Manufacturer shall have to extend the period of Bank Guarantee and/or furnish fresh Bank Guarantee covering such extended contract during the extended period.
- d) If the Manufacturer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the MAIDC to forfeit either in whole or in part the Security Deposit deposited by the Manufacturer. Same as aforesaid if the Manufacturers duly perform and

complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the MAIDC, the MAIDC shall refund the Security Deposit to the Manufacturer after deduction of all cost and other expenses that the MAIDC may have incurred and all dues and other moneys including of losses and damages which the purchaser is entitled to recover from the Manufacturer.

24. PAYMENTS TERMS:

1) Payment for processing cost will be released after verifying the stocks of Raw Material, Finished Material, New and Old Empty Bags, Lab.Analysis Report, Feeding Reports and all things that belong to MAIDC. Further, the bills will be submitted on monthly basis in the first week of the next month. In case of payment by D.D., Bank charges will be borne by the Manufacturer.

2) In case of Option-II, III and IV, payment terms to be decided mutually.

25. FORCE MAJURE:

Neither party shall be liable for any claims for loss damage or compensation whatsoever arising out of the failure to carry out the terms and this agreement when such failure due to war, rebellion, mutiny, civil commotion or a major breakdown of plant or act of God or due to any restraint or act of God or due to any restraint or regulation of the State or Central Govt. of Local authorities, provided a notice of such assurance is given to the other party in writing within ten days of its happening with adequate proof.

26. ARBITRATION:

All disputes or difference whatsoever arising between the parties, out of or relating of the construction meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the Ruler or Arbitration of the Indian Council of arbitration and the award made in pursuance thereof shall be binding on the parties.

27. JURISDICTION OF COURT:

The contract shall be deemed to have been entered into at Mumbai and all courses of action in relation to the contract will thus be deemed to have been arisen only within the jurisdiction of Mumbai Courts.

28. No oral conversations or agreements with any official, agent, or employee of MAIDC LTD. shall affect or modify any terms of this EoI and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of MAIDC Ltd. shall be superseded by the definitive agreement that results from this EoI process. Oral communications by MAIDC Ltd. to interested manufacturers shall not be considered binding on MAIDC Ltd., nor shall any written materials provided by any person other than MAIDC Ltd..

29. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MAIDC Ltd. or any of their respective officials, agents, or employees arising out of, or relating to this EoI or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

30. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

(R.E. Shinde)
Dy. General Manager(Fert. & AE)