

The Maharashtra Agro- Industries Development
Corporation Limited
CIN: U05000MH1965SGC013380
Regd. Office: Krushi Udyog Bhavan, Aarey Milk
Colony, Dinkarrao Desai Marg,
Goregaon (East), Mumbai 400065.
Tender Ref No. : MAIDC/Fert/FFM/2025-26/09, Dt. 09.09.2025
Tender Document for
Manpower Supplying Agencies for Providing Labours for
Material Handling at Fertilizer Factories of the
Maharashtra Agro-Industries Development
Corporation Limited

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The Maharashtra Agro-Industries Development Corporation Ltd.,
Fertilizer Division
Head Office, Goregaon (E), Mumbai-400065

E-Tender for Manpower Supplying Agency for providing labours for
Material Handling at Fertilizer Factories of The Maharashtra Agro
Industries Development Corporation Ltd.

Dear Sir/Madam
 Online digitally signed E-Tender is invited for Contractual Manpower Supplying Agencies.

BACKGROUND:

The MAIDC Ltd. is a Govt. of Maharashtra undertaking, engaged in manufacturing, marketing, selling and supplying agro inputs in open markets and to various Govt. institutes in Maharashtra, (over the period the permanent employees of the MAIDC retired.) Hence, The MAIDC Ltd needs contractual human resources from the outsourcing agencies for manufacturing factories operations. This necessitated to empanel manpower providing agency at Head Office, Regional Offices, Factories, Subsidiary Company and R & D Center, etc.

1. INTRODUCTION:

Maharashtra Agro Industries Development Corporation Limited (MAIDC) requires services of manpower agency for the supply of Mathadi Labours under different category to carry out the day-to-day Fertilizer production at its Fertilizer factories.

i) Interested Bidders Conference:-

The MAIDC will host an interested bidders 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 bidders (restricted to two persons per organization) may attend the conference at their own cost. The purpose of the conference is to explain the objective and broad scope of the assignment of the E-Tendering document. It will also provide bidders an opportunity to seek clarifications regarding aspect of the E-Tendering document. The venue for the bid conference will be at our Head Office at Goregaon, Mumbai-65.

ii) Contact Details:-

- a) Shri Mahendra Dhande, Dy.Gen.Manager (Fert)
Mob. No. 8888842336
- b) Shri. Prashant Ambole, Dy. Manager (A/c – Fert)
Mob. No. 8888842315

iii) Contact address: Maharashtra Agro-Industries Development Corporation Ltd. 'Krushi Udyog Bhavan', Dr. Dinkarrao Desai Marg, Aarey Milk Colony, Goregaon (E), Mumbai-400065

Official Website: www.maidcmumbai.com

E-mail ID: fertdivmumbai@gmail.com

2. INSTRUCTIONS TO THE BIDDERS :

- i) Bidders are requested to visit the website [http:// mahatenders.gov.in](http://mahatenders.gov.in) and go through the “E-Tendering Tool Kit” wherein all the basic know how (detailed help documents designed for bidders) of the E-Tendering stages are given.
- ii) For more help regarding E-Tendering website, bidders may contact 24X7 helpdesk toll free no – 120-4001 002, 0120-4001 005, 0120-4493395.
- iii) While uploading the tender, Bidders should download Mozilla Firefox software from Mahatenders website. For further information, please visit - <http:// mahatenders.gov.in>
- iv) As per Information Technology Act- 2000, the bidders are required to sign the bid data using Class-II / Class – III Digital Certificate. The Bidders may procure the Digital Certificate in the name of the authorized representative of the Organization at the earliest.
- v) E-Tendering Tool Kit for Bidders (detailed help documents, designed for bidders) has been provided on E-Tendering Website on order to guide them through different stages involved during E-Tendering such as online procedure for tender document purchase, bid preparation and bid submission.
- vi) Tender form fee Rs. 15,300/- (Rupees Fifteen Thousand three hundred only) is to be paid online for the downloading of Tender
- vii) The tender form fee is non-refundable. The interested bidders will have to make online payment of Earnest Money Deposit net banking of Rs. 3,00,300/- (inclusive of taxes) to the service provider of E-Tendering System. Tender Fee & EMD Not Exempted2.
- viii) The various activities/stages required to be executed by the Bidders while submitting their online bids for these items have time & date locked. Hence, bidders are requested to execute all the activities related to their bids within prescribed time limits (key dates) for each stage.
- ix) This tender is strictly online tender. No manual bids will be accepted by the MAIDC in any circumstances.
- x) The MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assigning any reason whatsoever.
- xi) The MAIDC reserves right to make any kind of amendments or in the terms and conditions of tender before the due date of submission of bid. Any change/ clarification/corrigendum would be uploaded on the website <http://mahatenders.gov.in/> and MAIDC portal www.maidcmumbai.com
- xii) Bidders are advised to study all instructions, form, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful

study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The tender document is not transferable to any bidder.

- xiii) The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the MAIDC, shall be in English language only.
- xiv) Proposal after due date and time shall not be accepted.
- xv) The bidder shall bear all the costs associated with the preparation and submission of its bid, and the MAIDC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- xvi) In case of any ambiguity in the interpretation of any of the clauses in tender document, the MAIDC's interpretation of the clauses shall be final and binding on the bidder. The decision taken by the MAIDC in the process of tender evaluation shall be final.
- xvii) The MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assignment any reason whatsoever.
- xviii) Tenders will be opened at **14.05 hrs** on the date **03.10.2025** the same day in presence of Tender Committee members of MAIDC Ltd.
- xix) Tenders will be opened by the MAIDC authorities as per tender schedule, in the presence of Tender Committee, who may be present at the time of opening at Krushi Udyog Bhavan, the MAIDC (Ltd.). Goregaon (E) Mumbai-65
- xx) The rates / offers should be valid for 90 days. Right to accept or reject any or all tenders in part or full without assigning any reasons thereof are reserved with the MAIDC.

3. SEQUENCE OF PROPOSAL

The following order should be maintained in proposal document :

- i) Proposal Submission Covering letter as per Annexure A.
- ii) Annexure B Firm/Company Information.
- iii) Annexure C Contact Details of the representative to be deputed at the office of the MAIDC.
- iv) Copy of submission proof of EMD through e-Procurement Portal.
- v) Checklist for Eligibility/Qualification Criteria Compliance as per Annexure- D.
- vi) Annexure E: Supporting documents with proper heading and referred in Annexure-D.
- vii) Annexure F: Statement of No Deviation from the Tender Requirements.
- viii) Annexure G: Self-declaration for not being blacklisted by any Government Entity.
- ix) Annexure H: Authority to sign document.

4. TERMS USED IN THE DOCUMENT:

- i) 'Tender Document' means this Tender Document.
- ii) 'Proposal' means response or offer for this Tender Documents.
- iii) 'GOM' means Government of Maharashtra
- iv) 'Corporation' means the Maharashtra Agro-Industries Development Corporation Limited.
- v) "Empanelment" means one or more bidder empanelled for providing the manpower to the Maharashtra Agro-Industries Development Corporation Limited
- vi) "Purchaser" means The Maharashtra Agro-Industries Development Corporation Limited.
- vii) "Vendor" means the selected bidder with whom contract against this Empanelment Tender Document is signed with all pages.
- viii) "Contract" means an agreement entered in to by purchaser with the vendor
- ix) "Contractor" means the selected bidder with whom contract against this Tender Document is signed with all pages
- x) "Services" means services to be provided as per the requirement mentioned in the scope of work
- xi) "Managing Director" means the Managing Director of the Maharashtra Agro-Industries Development Corporation Limited
- xii) "Subsidiary" means the subsidiary company's of the Maharashtra Agro-Industries Development Corporation Limited
- xiii) "Noncompliance" means failure/ refusal to comply to the terms and condition of the proposal
- xiv) "Responsive" means failure to furnish complete information in a given format and manner required as per proposal or not following the procedure mentioned in this document can submit the same as per the letter issued by the MAIDC from time to time.

5. TENDER NOTICE:

- i) Online offers are invited by the Maharashtra Agro-Industries Development Corporation Limited (MAIDC) following two bid system [Part -1 Technical Bid (T1) and Part - 2 Financial Bid (C1)] from highly reputed and experienced Manpower Providing Agencies for Empanelment of Agencies to provide the Manpower for doing Mathadi work at various Factories of the MAIDC.
- ii) The Manpower should have good health, strong to work in Fertilizer Factory and other Factory related activities.
- iii) The contract period will be for Two years and may be extended for additional 1 year upon mutual agreement.
- iv) The actual quantum of manpower to be deputed may increase or decrease during the contract period.
- v) Bidder can purchase tender form by making online payment of Rs. 15,300/- (Rs. Fifteen Thousand Three hundred Only) Non-refundable amount and download tender from above mentioned

E-Tendering portal as per the date and time mentioned in the tender schedule.

- vi) The Interested bidders will have to make online payment of Earnest Money Deposit (using credit card/debit card/net banking or NEFT/RTGS) of Rs. 3,00,300/- (inclusive of taxes) to the MAIDC Ltd.
- vii) **All the bidders are requested to read the tender document and submit the proposals accordingly.**
- viii) **The MAIDC/Managing Director reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the tender document without assigning any reason, thereof.**

6. Tender Schedule (key dates)

- Pre-Bid Meeting will be held on **18/09/2025 @ 11.30 am** at Maharashtra Agro Industries Development Corporation Ltd. Krushi Udyog Bhavan, Dr.Dinkarrao Desai Marg, Aarey Colony, Goregaon (E) , Mumbai- 65.

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Tender Release Date	Closing Date & Time	Opening Date & Time
09.09.2025	01.10.2025 at 14.00 hrs.	03.10.2025 at 14.05 hrs.

Tender Information Officers:

Sr.No.	Name of Officers	Contact Number	Office Address
1	Shri Mahendra Dhande	8888842336	Maharashtra Agro-Industries Development Corporation Ltd. 'Krushi Udyog Bhavan', Dr. Dinkarrao Desai Marg, Goregaon (E), Mumbai-400065
2	Shri Prashant Ambole	8888842315	

7. ELIGIBILITY CRITERIA:

The interested bidders are required to submit following self-certified copy of documents along with technical bid

Note:-

- i) All the above criteria compliance is compulsory for all bidders to be qualified for the technical evaluation.
- ii) A bidder would be disqualified if any of the above criteria is not complied.
- iii) Successful bidder will have to obtain the required valid labour license for the numbers of manpower for which the bidder has been awarded the contract within 30 days of work Order.
- iv) Every document to be submitted by the bidder must have self-attested with seal and signature (online) in that which the tender will not be considered.

8. SCOPE OF WORK:

The Bidder:

- (a) shall provide the Services of man power supply of mathadi workers based on requirement placed by the MAIDC hereto in accordance with the Quality and Schedule of Specifications and at the places/branches/offices set out;
- (b) Shall at all times perform the Services in accordance with all Laws, the MAIDC's instructions, and the terms and conditions set out in the Agreement; to be signed with the selected bidder.
- (c) shall provide personnel who would be suitably qualified, experienced, competent and having sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that loss has occurred to the Government's property/ interest due to deployment of such manpower, the same shall have to be replaced and compensated by

- the Selected Bidder without any extra cost to the MAIDC. If so requested by the MAIDC, the bidder shall provide evidence of the previous experience, qualifications and competence of any Personnel engaged in the performance of such Services;
- (d) shall withdraw or bar any of its employee/s or agent/s from the provision of the Services if, in the sole opinion of the MAIDC:
 - (i) The quality of Service rendered by the said employee/agent is not in accordance with the Quality and Schedule of Specifications; or
 - (ii) It is not in the interest of the MAIDC that such employee/agent of the bidder continues to be involved in the provision of Services;
 - (e) subject to the terms of the Agreement, shall be responsible for the selection, hiring, assigning and supervising of the Personnel and shall employ sufficient number of Personnel to provide the Services in a prompt and efficient manner. The bidder agrees that the Personnel shall work under the supervision, control and direction of the bidder. The bidder shall be responsible for all negotiations with Personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters;
 - (f) (i) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of Services under the Agreement;
 - (ii) The selected bidder shall not knowingly or unknowingly engage manpower related with any political party or under the political influence.
 - (g) shall at all times use all reasonable efforts to maintain discipline and good order amongst its Personnel;
 - (h) shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the MAIDC and in the custody of the bidder for any amount due or claimed to be due by the bidder from the MAIDC.
 - (i) The agreement with the selected bidder shall be terminated without any reason and at any time the right to terminate the agreement shall be reserved exclusively by the MAIDC.
 - (j) shall regularly provide updates to the MAIDC with respect to the provision of the Services and shall meet with the personnel designated by the MAIDC to discuss and review its performance at such intervals as may be agreed between the Parties.
 - (k) shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, ESIC Employees Compensation Act) and shall establish and maintain all or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations, shall also provide Employees Compensation Act Insurance Policy.
 - (l) It shall be responsibility of the bidder to depute one of their employee at the office of the MAIDC (name, address, telephone number, identity

proof of the representative shall be communicated in writing to the MAIDC office), who shall be provided with space and Table & Chair by the MAIDC, wherein said person shall be responsible to process all statutory obligations from the office of the MAIDC and produce the challans paid therein, to the MAIDC, which shall be pre-condition for accepting the invoices of the Contractor/ bidder.

- (m) The statutory payment such as bonus be paid to the bidder / contractor for preceding financial year at the end of following calendar year, for which the bidder shall furnish details & attendance of its employees engaged at the MAIDC, also compliance report as per provision of the Payment of Bonus Act.
- (n) The bidder / contractor shall depute their representative at Head Office, MAIDC, Mumbai. The details of factories are as under:-
Factory
 - 1) Fertilizer Factory, Rasayani
 - 2) Fertilizer Factory, Jalna
 - 3) Fertilizer Factory, Wardha
 - 4) Fertilizer Factory, Nanded
 - 5) Fertilizer Factory, Kolhapur
 - 6) Fertilizer Factory, Pachora (Presently Closed)
- (o) The bidder shall be responsible and liable in case of any labour disputes/ non-compliance of any statutory obligations and the bidder indemnifies the MAIDC to that effect.
- (p) The bidder shall be in obligation to pay the salary on or before 7th of every month to its deployed Manpower at the MAIDC Factories.
- (q) The bidder shall have to make the payment of salary directly into the bank account of deployed employees/ workers.
- (r) All manpower engaged under the contract by the selected bidder shall be employees of selected bidder. The MAIDC shall not have any liability/ responsibility to absorb the persons engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the MAIDC or elsewhere.
- (s) The selected bidder shall furnish the complete address of its permanent office and local office along with telephone numbers, fax numbers, emails, etc. to the MAIDC. Any notice or instructions to be given to selected bidder under the terms of the agreement shall be deemed to have been served on him if it has been sent at local office or to the address of the selected bidder last notified by them or delivered to authorized signatory.
- (t) The selected bidder shall in the event of his workman having sustained any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act, 2010 and other applicable laws.
- (u) The manpower deployed by the selected bidder must always carry the Photo-ID card given by the selected bidder. The MAIDC shall not provide

- any ID card to any officers & employees deployed by the selected bidder at the offices & factories of the MAIDC.
- (v) The manpower deployed by the selected bidder shall work as per the activities assigned to them by the MAIDC or officers designated by the MAIDC
 - (w) The manpower deployed by the selected bidder shall maintain the decorum and obey the instructions of the officer of the charge for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set out time to time.
 - (x) It shall be accepted as an inseparable part of the agreement that in matters regarding competency, efficiency, conduct and behavior, the decision of the designated officers of the MAIDC shall be final and binding on the manpower and selected bidder in all such matters comply or replace the manpower with immediate effect.
 - (y) The selected bidder shall bound to provide uniforms and other safety kits to the Mathadi Labour factories of the MAIDC, as specified and directed by the Government or the MAIDC from time to time.
 - (z) The selected bidder shall also bound to pay the overtime and other specified and declared allowances and perks payable and revised from time to time by the MAIDC within 5 days. The payment of above shall be paid to the selected bidder on submission of invoices to the MAIDC within a reasonable period.
 - (za) The MAIDC shall not be liable and responsible to pay any interest or penalties or inventory cost for the delayed payment in any circumstances and bidder shall not raise any legal dispute for the delayed payment for the reason whatsoever.
 - (zb) No external or internal pressure, factors or influences shall either be entertained for the payment of selected bidder or deny further supply of manpower.
 - (zc) If at any stage, it is found that the selected bidder has delayed denied or kept pending supply of manpower for any period, the MAIDC shall be free to take any action as black list the bidder, resist bidder in dealing with the MAIDC in any kind of services or take appropriate action either in the form of financial penalty as stated above or take appropriate legal action in the court of law.
9. **DAMAGE TO PROPERTY AND INJURY TO MANPOWER**
- i) The selected bidder shall indemnify and keep indemnified the MAIDC against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
 - ii) The MAIDC shall not be liable for damage or compensation payable as per provision of laws/ Acts in respect or consequence of any accident or injury to any workman or any other person in the employment of the selected bidder. The selected bidder shall have to pay all claims, demands, proceedings, costs, charges and expenses

whatsoever in respect thereof or in relation thereto.

iii) In the event of any accident and/or injury, in respect of which compensation may become payable under the Employees' Compensation Act, including all amendments thereof, authorized officer of MAIDC shall have full powers to retain out of any sums payable/becoming payable to the Selected Bidder, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the authorized officer of the MAIDC shall be final in regard to all matters arising under this clause.

iv) In case it is found that any theft or damage has occurred to the property or premises of the MAIDC due to negligence of manpower deployed by the selected bidder in performing their duty and/or absence from the place of duty and/or not providing substitute by the selected bidder or any other reason, the cost of all such losses or damages as assessed by the MAIDC shall be recovered from the Selected Bidder's monthly bill payments or from their Performance Bank Guarantee or in any other manner as may be deemed fit.

v) In case any manpower of the selected bidder is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/ their duties for the MAIDC, it shall be the sole responsibility of the selected bidder to defend its manpower in the court of law or to extend all medical and financial help, etc. without charging any cost to the MAIDC.

vi) The MAIDC shall be deemed to be indemnified by the selected bidder for lapses or other mischief's etc. by its manpower deployed at various offices and factories of the MAIDC.

vii) Claims arising due to any activity by the manpower shall be liable for adjustment from performance bank guarantee furnished by selected bidder.

10. REPLACEMENT OF DEPLOYED MANPOWER

i) The manpower being deployed by the Selected Bidder shall ordinarily be continued and would not be changed without written intimation, consultation and approval of the officer of the MAIDC.

ii) If selected bidder at its own initiative replaces the manpower without intimation and due consent of the MAIDC, penalties shall be levied as per the terms set out in the agreement.

iii) The selected bidder shall share the list of all manpower deployed on field on actual basis at the start of the project through proper documentation. Further, the selected bidder shall keep updated the information of all such deployed manpower on a regular basis to the MAIDC in the form of MIS (A Management Information System). Any change in the deployed manpower shall be immediately communicated to the reporting officer of the MAIDC.

iv) Upon the written directions of officer of the MAIDC, the selected bidder shall immediately remove any person or persons deployed from the works/ services thereon; who may in the opinion of the officer of the MAIDC is incompetent or responsible for misconduct.

v) The manpower engaged under the agreement by the Selected Bidder shall be employees of Selected Bidder. MAIDC shall not have any liability/ responsibility to absorb the persons engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the MAIDC or elsewhere.

11. REPORTING

For all purposes, the selected bidder shall be reporting primarily to the officials of the MAIDC, irrespective of his/her designation.

12. DURATION OF THE ASSIGNMENT.

This selection process will result in a contract for Three years. The agreement would be signed for three years with a clause of extension to 2 terms upon satisfactory performance. There may be a yearly internal review of the agreement. In case of non-satisfactory performance agreement, can be terminated by MAIDC without any reason and at any time.

13. CHANGES IN MANPOWER REQUIREMENT.

The selected bidder must deploy the requisite number of manpower as and when required and notified by the MAIDC. The MAIDC reserves its right to increase or decrease the manpower requirement numbers during the period of the contract as per the job requirement and selected bidder must abide by the same without fail.

14. PAYMENTS TO THE SELECTED BIDDER

i) Payment would be done on monthly basis by the MAIDC upon submission of invoice with supporting documents such as paid challans of ESIC, P.F., GST and other statutory compliances.

ii) Payment to the selected bidder will be paid within 15 days after submission of invoice, subject to satisfaction of all statutory compliances, by the MAIDC.

iii) No interest shall be payable for delay for any reason or any cause for the payment of selected bidder by the MAIDC.

15. EVALUATION & SELECTION CRITERIA:

i) Structure of the Proposal :

The technical proposal should consists of the following documents.

Undertaking for not being blacklisted and No proceeding pending in any court of law against the bidder for Performance is not well or Penalty charged by the Governments / Public Sector Undertakings.

Documents required for eligibility criteria mentioned in this tender documents.

- a) The MAIDC shall follow two bid systems where the technical bid and financial bids shall be evaluated separately.

PART-I**16. Technical Bid (T1)***(To be submitted on Letter the Head of Bidder)*

To,

Date:

The Dy. General Manager (Fert)
Fertilizer Division,
M. A. I. D. C. Ltd.
'Krushi Udyog Bhavan', Aarey Milk Colony,
Goregaon (East), Mumbai-400 065.

Sub: E-Tender for Manpower Supplying Agency for providing labours for Material Handling at Fertilizer Factories of The Maharashtra Agro Industries Development Corporation Ltd.

Ref.: MAIDC/FFM/2025-26/ 09, Date. 09.09.2025

Dear Sir,

With reference to your tender notice in daily "Samna" and "Business Standard" dated __/__/____, we are pleased to participate in tender for Supplying Contractual Manpower.

Details as under,

Sr. No.	Documents to be Submitted	Attested Copy Enclosures
1	Tender form duly signed and stamped	
2	Limited / Private Limited Company, registration under the Companies act, 1956 or Co-operative Society registration or proprietorship or partnership Firm.	
3	PAN/MLWB Challan last one year all documents must be attached / TAN	
4	Tender Fee & EMD paid receipt	
5	Bank Solvency Certificate of Rs. 2 crore from Commercial/National bank	
6	Registration Certificate registered under the Labour laws - Labour License with mentioned Manpower not less than 200 workers	
7	The Annual Turnover of the bidder shall be 100% of tender cost in each of last 3 financial years i.e. FY 2021-22, FY 2022-23 & FY 2023-24 to qualify. Tenderer shall produce Certificate from Chartered Accountant with UDIN for the same.	
8	Employees Provident Fund Organization Registration Certificate with challan from the month of April-2024 to March-2025 with ECR copy mentioned 200 manpower.	
9	The bidder should have an experience of providing Manpower to Govt./Semi. Government/Public Sector in the state of Maharashtra (Excluding Housekeeping & Security Workers) only with following criteria: Bidder should have at least 200	

	Manpower in 4 District in the State of Maharashtra in single order having value not less than 100% of estimate cost of tender in last 3 years until closing of bid (i.e. FY 2022-23, FY 2023-24 & FY 2024-25 and until closing of bid). Bidder should enclose copy of work order and work Experience certificate from client.	
10	Employees State Insurance Corporation Registration Certificate with Challan from the month of April-2024 to March-2025. mentioned 200 manpower	
11	GST registration certificate and GST challan (GSTR-1 & GSTR-3B) & Annual return must be attached from April-2022 to March-2025.	
12	Professional Tax Registration Certificate (PTEC/PTRC) and paid challan from April-2024 to March-2025.	
13	Professional Tax & GST Tax Clearance Certificate up to march-2025 must be submit. (CA Certified No- Dues Certificate will not be consider for Evaluation)	
14	Power of attorney, resolution of board etc. authorizing an officer of the tenderer (non-judicial stamp paper of Rs. 100/- Validity in the tender process).	
15	The Bidder should have a registered Office in Maharashtra State as evidence bidder shall submit shop act license	
16	Affidavit on non-judicial stamp paper (Validity in the tender process) of Rs.100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted / debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other state Government/ Central Governments organizations in the past three years.	
17	Audited Balance Sheet, Profit and Loss Statement for 2022-23, 2023-24 & 2024-25 with UDIN number	
18	Last Three Years Net Worth Certificate must be attached (Per Year 2 Crore)	
19	Income Tax Return and income tax payment receipt must be attached three years i.e. 2022-23, 2023-24 & 2024-25.	
20	The tenderer should sign and place seal on each page of terms and conditions, if not found the sign and seal on even one page, then the bidder shall be disqualified.	

I/We have read the terms and conditions mentioned with tender form carefully and I/We shall abide by to the terms and conditions mentioned herein above which shall be the part of the agreement to be signed in future.

Thanking you.

Yours faithfully,

Signature of Bidder Seal

For Information only (Rates should be submitted in BOQ only)
**(NOTE : IF ANY BIDDER FILLS THIS FORM THAN THE BIDDER WILL BE
DISQUALIFIED FROM TENDER)**

PART - 2

17.Commercial Bid (C1)

(To be submitted on Letter the Head of Bidder)

To,

The Dy. General Manager (Fert)

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

Date:

Sub: E-Tender for supply of Manpower for providing Mathadi Labours.

Ref: - E-Tender No. MAIDC/FFM/2025-26/09, dated. 09.09.2025

Dear Sir,

I/We fulfill and abide the terms & conditions referred in your E-Tender document for empanelment of Manpower Supply Agencies for Mathadi Work.

Sr. No .	Item	Description of Works	Rate PMT- FF Kolhapur	Rate PMT- FF Jalna	Rate PMT- FF Nanded	Rate PMT- FF Wardha	Rate PMT- FF Rasayani	Rate PMT- FF Pachora
PART A								
1	Loading	Finished materials / Raw Materials						
		Old Bags Bundles						
2	Unloading	Raw Materials						
		New Bag Bundles						
3	Feeding	From Raw Material Godown						
		From Finished Material Godown						
		Manually from outside space within factory premises						
		Loose material feeding						
4	Packing	Automatic weighing - bagging machine						
		Manual packing						
5	Re-bagging	Refilling Material						
6	Other	Manual shifting from one godown to another godown more than 80 ft. (RM/FM)						
		Unloading of loose material						
		Filling of loose material in bag and stacking						
		Digging the sweepage & filling in bags						
		Breaking of hard lumps of raw material & finished product						
		Shifting the material by truck/tractor						

PART B							
7	Other	Stitching and Printing of HDPE Bags					

Note : Part A - Rates should be excluding levy & GST.

Part B – Rates should be excluding GST only.

- ❖ Bidders are requested to quote the rates in figures as well as in words.
- ❖ The Envelope C-1 is to be uploaded online according to the key dates of the Tender Schedule.
- ❖ Bidder shall not be able to fill any bids/quotes once the Bid Preparation date is expired.
- ❖ If any discrepancy is found in submission of tender as specified above, the tender offer is liable to be rejected.
- ❖ The envelope 'T-1' will be opened first. If the technical bid documents are found satisfactory, than only the bidder will be shortlisted to open the commercial bid.
- ❖ Tender offer will be opened as per the schedule mentioned in the E - Tender Notice.
- ❖ The online Technical Bid will be done at our Goregaon office on the scheduled date in presence of Tender Committee members of MAIDC Ltd.

Yours faithfully,

Signature of Bidder Seal

iv) Completeness of Bids

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) The response to this tender should be full and complete in all respects.
- c) Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal.
- d) The tender document is not transferable to any other bidder.

v) Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the MAIDC, shall be in English language only.

vi) Late Bids

Proposal after due date and time shall not be accepted.

vii) Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the MAIDC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

viii) Interpretation of the clauses in the tender document

In case of any ambiguity in the interpretation of any of the clauses in tender document, the MAIDC's interpretation of the clauses shall be final and binding on the bidder. The decision taken by the MAIDC in the process of tender evaluation shall be final.

18. INSTRUCTIONS & TERMS OF THE CONTRACT:**a) Submission of Proposal:**

Proposal should be uploaded online before the last date and time specified in the schedule in section 2 of this Tender Document. The Managing Director of the MAIDC or its authorized signatory may at its discretion, extend the deadline for submission of bids by issuing corrigendum.

b) Method of Proposal submission:

The Technical bid and Commercial bid should be uploaded online on the official website of the E-Tendering portal. i.e. www.mahatenders.gov.in

c) Cost and Currency:

The price quoted shall be in INR. The applicant shall bear all the costs associated with the preparation and submission of its proposal, and the MAIDC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

d) Clarification on proposal:

To assist in the scrutiny, evaluation and comparison of offers, the Managing Director or authorized officer of the MAIDC may, at its discretion, ask some or all the bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original hard copy of the technical clarifications shall be sent to the MAIDC through courier or in person. The request for such clarifications and the response shall be in writing

f) Penalty:

The selected bidder has to provide the manpower as per requirement from receiving the demand order. For any delay will attract a penalty of Rs. 100 per Manpower per month.

In case of a manpower leaving the organization of the selected bidder or if manpower is found to be inefficient, the replacement will have to be made available within a week of such event failing which a penalty of Rs. 100 per week will be levied to the selected bidder

19. CONFIDENTIALITY AND SECRECY

The Tenderer recognizes that in the course of the transactions envisaged in the Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as “confidential” or “proprietary”) relating to the MAIDC and its businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, the terms of the Agreement and the details of the negotiations between the Parties (the “Information”). The tender agrees that it shall:

- (a) keep all Information and other materials passing from the MAIDC to the bidder confidential and shall not, without the prior written consent of the MAIDC, divulge such Information to any other person or use such Information other than for the purposes of carrying out the performance of the Agreement;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorized disclosure thereof;
- (c) promptly inform the MAIDC of any potential or accidental disclosure of the Information and take all steps, together with the MAIDC, to retrieve

and protect the said Information;

- (d) ensure that the Personnel and all employees of selected bidder and/or representatives who are given access to the Information shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts; and
- (e) use the Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner to the exclusion of the MAIDC.

The obligations contained in this Section shall not apply to any part of the Information in the case where that part of the Information that is or has become public (other than by breach of the Agreement) and shall not restrict any disclosure by the bidder required by law or by any court of competent jurisdiction, any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that, so far as it is lawful and practical to do so prior to such disclosure, the bidder when subject to such disclosure shall promptly notify the MAIDC of such requirement with a view to providing the opportunity for the MAIDC to contest such disclosure or otherwise to agree the timing and content of such disclosure.

- (f) The bidder shall, on written demand of the MAIDC immediately return Information together with any copies in its possession.
- (g) The bidder acknowledges that in the event of any breach or threatened breach of this Section by the Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy, and therefore, the MAIDC shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, actual or threatened.

20. VALIDITY OF CONTRACT:

- i) The Agreement shall remain in force for an initial period of 24 months from the Effective Date, unless terminated sooner in accordance with the provisions of the Agreement.
- ii) Notwithstanding what is stated hereinabove, the Agreement shall, unless terminated earlier in accordance with the terms hereof, continue to be operative in full force and effect, even after the expiry of 24 months, on a month to month basis until renewed in writing by mutual consent of the Parties, or terminated on written notice being given either Party. During such continuation of the Agreement the terms and conditions as set out herein shall be validly subsisting and remain binding on both parties.

iii) **Term of Agreement:-**

- i) The agreement commences from the date -----to-----The total term for a period of agreement shall be of 2 years.
- ii) The period of agreement may be extended for a further 1 year & agreed period exclusively on **the MAIDC** own discretion.
- iv) The Period of agreement shall subject to **the bidder** abide the covenants of the agreement signed herein.

v) **Agreement Period**

- i) The total term of Agreement commences from --/--/2025 and shall expire on --/--/2027 period and shall be extended up to mutually agreed period.
- ii) However, it is made clear that every term shall consist of 12 months.
- iii) First such term shall commence from --/--/2025 and shall expire on --/--/2026.
- iv) Second such term shall commence from --/--/2026 and shall expire on --/--/2027.
- v) The selected bidder shall submit payment details made to deployed manpower at the MAIDC & if found any discrepancies shall be liable to penalty as mentioned herein.
- vi) Likewise other such terms shall commence and expire accordingly for further mutually agreed period.

vi) **Board of Directors:-**

The decision of the MAIDC Board of Directors concerned with manpower supply contract will be final & binding on the **selected bidder**. In case of the denial from the MAIDC Board of Directors, the agreement shall be terminated with one month notice in writing.

21. PAYMENT SCHEDULE FOR THE MANPOWER:

- a) After selection of the Successful bidder as Manpower Service Provider, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the bidder by the MAIDC for the service surrendered.
- b) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- c) In addition to the payments, the MAIDC shall pay for any additional services required by the MAIDC, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the MAIDC and the bidder from time to time.
- d) **The Price schedule provided to the selected bidder for the payment of manpower deployed at the MAIDC shall be exclusively paid (without deductions of any undisclosed charges)**

22. TERMS AND CONDITIONS GOVERNING THE AGREEMENT

i) Signing of Agreement

The successful bidder shall have to execute an agreement within one month from the date of allotment of contract.

In exceptional circumstances, on request of the successful bidder in writing for extension, MAIDC reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to the terms and conditions being mentioned hereunder, all terms and conditions of the Tender and Corrigendum issued shall also be applicable for the contract.

ii) Execution of Agreement

During the term of agreement, the bidder shall closely work with MAIDC, perform the activities as per the scope of work. In case of poor performance, non-availability of staff, MAIDC shall terminate the agreement. In this case, the performance security shall be forfeited.

iii) The MAIDC shall issue a letter of intent to the selected bidder. AND the selected bidder shall submit its Acceptance letter to the aforesaid letter of intent by the MAIDC. Conveying his acceptance to the terms & conditions of the Tender.

iv) In the event of any ambiguity or doubt on the terms and conditions applicable, the order of precedence for the purpose of resolving such ambiguity, doubt or dispute shall be : i) The Attachments and Annexure ii) The letter of Intent iii) The Tender Document

23. PERFORMANCE SECURITY

a) The contract under this assignment shall carry an interest free performance guarantee of Rs.08 Lakhs (Rupees Eight Lakhs) in the form of Demand Draft or Bank performance guarantee for agreement period plus 120 days.

b) The successful bidder's EMD payment shall be converted as Performance Security, the successful bidder has to pay the balance amount in the form of Demand Draft or Bank performance guarantee.

c) All charges with respect to the performance security shall be borne by the bidder.

d) The performance security shall remain with the MAIDC for the agreement period plus 120 days.

e) The interest free performance security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be

payable on the performance bank guarantee.

f) This guarantee may be invoked on violation of any of the condition(s) given below:

- i) If any of services, which shall be given, is of poor quality.
- ii) Bidder is not available to deliver services for a long time (for at least 2 month).
- iii) It is observed that output is not in accordance with the approved standard.
- iv) The bidder or his employee is involved in any unlawful activity relating to this work.

24. TRANSFER/SUB-CONTRACTING

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

25. SERVICE LEVIES & PENALTIES

Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, competent authority shall without prejudice to its other remedies under the contract may levy following penalties:

a. Deployment Penalties:

- i) Penalty of Rs.100/- per day per person for resources not deployed for first two weeks.
- ii) Penalty of Rs.200/- per day per person for resources not deployed after 2 weeks.
- iii) If the delay is beyond the timelines (i.e. 5 weeks) and no extension of time is given by the MAIDC, the agreement may be terminated by the MAIDC and the entire Performance Bank Guarantee will be forfeited.
- iv) It is clarified here that if the delay in deployment of resources is on the request of the MAIDC then, no penalty shall be imposed on the bidder for that time period.
- v) Selected bidder may appeal to relax any penalty imposed on payment after 15 days of payment to the Managing Director or authorized Officer of the MAIDC

b. Operational Penalties:-

- i) **Penalty of Rs.50** per day per resource absent, starting from 3rd day onwards upto 2 weeks.

ii) **Penalty of Rs.100/-** per day per resource absent/not deployed starting from the 3rd week onwards upto 2 weeks.

iii) Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced during the tenure of the project, penalties will apply. Quarterly replacements upto 2% of total resources deployed in that quarter-penalty is NIL. Quarterly replacements beyond 2%- penalty of Rs.250/- per resource shall apply and beyond 5% of deployed resources replacement, Penalty of Rs.500/- per resource shall apply.

iv) Non-payment of salary to the manpower deployed by the selected bidder 7th day of next month. Penalty of Rs.10/- per day per resource starting from the 8th day onwards upto 20 days. Penalty of Rs.20/- per day per resource starting from the 21st day onwards upto 30 days. Penalty of Rs.30/-per day per resource starting from the 31st day onwards upto 40 days. Penalty of Rs.50/- per day per resource starting from the 41st day onwards.

26. GENERAL PAYMENT TERMS AND CONDITIONS.

Payment shall be paid by the MAIDC as per the following terms:

- i) The selected bidder shall submit the monthly invoice as per the agreement along with the relevant document proofs.
- ii) The Factory shall forward the payment after suggesting penalties to the MAIDC.
- iii) The MAIDC will transfer the payment to selected bidder's bank account.
- iv) No interest shall be paid on delayed payments.
- v) The selected bidder shall not charge any late payment fee on invoice.
- vi) The selected bidder shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working.
- vii) After selection of the "Manpower Providing Agency" as Service Provider, a price schedule shall be annexed to the Articles of the Agreement according to which all payments shall be made to the contractor by the MAIDC for the services rendered.
- viii) After signing of the agreement, the selected bidder shall deploy the competent manpower at the required factories of the MAIDC or any other site mentioned by the MAIDC. On rendering his/her services to the MAIDC Office/ factories every month, the Manpower Service Provider shall pay the wages/ salaries to the manpower resource by mode of e-payment directly in the account of the manpower resource. At the time of raising any invoice, the details of the previous month's payments done along with the reference to transaction details of RGS/ NEFT shall be attached with the invoices. The selected bidder has to raise invoice with all supporting documents.
- ix) The outsourcing agency shall ensure that the wages/ salaries of the manpower resources deployed the MAIDC Offices / Factories shall

- released latest by dated 7th of every month, irrespective of receipt of payment from the MAIDC.
- x) The outsourcing agency shall issue its Firm's salary slip to all manpower resources deployed at the MAIDC Office/ factories on monthly basis. It shall be outsourcing agency's duty to pay monthly salary and other dues as applicable directly into employees deducted by it into their bank account.
 - xi) The leaves preapproved by concerned authority of the MAIDC shall be allowed to the deployed manpower as per the prevailing statutory provisions. No wage/remuneration shall be paid to any manpower resources for the days of absence from duty.
 - xii) The manpower resource deployed by outsourcing agency under the agreement shall not claim nor shall be entitled for any perks and other facilities admissible to permanent employees of the MAIDC during or after contractual period.
 - xiii) These manpower resources shall not have right to demand for perk and other facilities any type of permanent employment with the MAIDC. These manpower resources shall not claim any benefit/ compensation/ absorption/regularization of services with the MAIDC.
 - xiv) The outsourcing agency shall comply with all the applicable law and rules of the Government of India, Government of Maharashtra and the local bodies. The outsourcing agency should at all times indemnify the MAIDC against all claims, damages and compensations against the provision of Payment of Wages Act; Minimum Wages Act; Employer's Liability Act; The Employees' Compensation Act; Industrial Disputes Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The MAIDC will not own any responsibility in this regard.
 - xv) Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice.

27. SUSPENSION AND TERMINATION OF SUCCESSFUL BIDDER

- i) Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.
- ii) Either party may terminate the Agreement if the other party breaches the terms of the agreement and fails to rectify it within 30 days of receiving notice of breach.
- iii) Either party with the consent of the other party can terminate the agreement by giving 90 days written notice.
- iv) MAIDC reserves the right to terminate the agreement in case selected bidder gets blacklisted by any of the departments of the Government of Maharashtra or any other Ministry of Government of India or any Public Sector Undertaking during the course of agreement.

- v) Upon expiry, the Agreement may be extended and/or renewed subject to the terms of the agreement.
- vi) The engagement of the selected bidder shall be suspended/terminated and the selected bidder may be blacklisted forthwith by the MAIDC under following circumstances/reasons:
 - i) Violation of any condition of the agreement or party of any condition of the agreement of engagement, or
 - ii) Deviation found in quality and quantity of the service provided, or
 - iii) If it is found that during the process of award of contract, fraudulence was made by the selected bidder.

28. AMENDMENT

No provision of contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of the agreement and signed on behalf of all the parties and which expressly states to amend the present agreement.

29. CORRUPT/FRAUDULENT PRACTICES

The MAIDC requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the MAIDC defines the terms set forth as follows:

- i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
- ii) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- iii) “Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the MAIDC, and includes collusive practice among Bidder (prior to or after bid submission) to deprive the MAIDC of the benefits of the free and open competition.
- iv) The MAIDC will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- v) The MAIDC will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices on competing for, or in executing, this contract.

30. PERFORMANCE OBLIGATIONS

While providing services as per scope of work, the bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall

comply with all applicable laws, Statute, regulations and Government requirements and it/shall be solely and fully responsible for consequence/ any actions due to any such infringement.

31.FORCE MAJEURE - OBLIGATIONS OF THE PARTIES:

“Force Majeure” shall mean any event beyond the control of the MAIDC or of the bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, pandemics, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, pandemics, epidemics, quarantine and plague;
- (iv) Earth quake, fire, flood or cyclone, or other natural disasters of non specified nature.
- (v) As soon as reasonably practicable but not more than 48 (forty- eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail :

the date of commencement of the event of Force Majeure;

the nature and extent of the event of Force Majeure;

the estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which,

32. TERMINATION OF AGREEMENT:

i) Subject to the provisions of the Agreement, either Party shall have a right to terminate this Agreement at any time by giving not less than 90 days prior written notice of its intention to do so, to the other Party.

ii) Notwithstanding anything herein contained, the MAIDC may by giving 30 days notice in writing to bidder, terminate the Agreement under any one or more of the following circumstances:

- (a) If the selected bidder fails to perform the Services under the Agreement or to observe any of its obligations or breaches all or any of the terms of the Agreement;
- (b) If the Contractor becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts as they become due or proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition for insolvency

is filed against the Contractor and such petition is not dismissed within 90 (Ninety) days after filing;

- (c) If in the opinion of the MAIDC the interests of the MAIDC are jeopardized in any manner whatsoever.
- (d) It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the MAIDC from pursuing such further and other legal actions, against selected bidder for any breach or non-compliance of the terms of the Agreement.

33.DISCLAIMER:

The relatives / near relatives of employees of the MAIDC are prohibited from participation in this bid.

The near relatives for this purpose are defined as :

- i) Members of a Hindu Undivided Family.
- ii) Their husband or wife.
- iii) The one is related to the other in the manner as father, mother, son (s), son's wife (daughter-in-law), daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) and sister's husband (brother-in-law).
- iv) Any share holding/interest held by the above directly or indirectly in any company or Partnership firm.

34.INSOLVENCY:

The competent authority of the MAIDC may at any time by notice in writing summarily terminate the contract without compensation to the agreement in any of the following events that is to say:-

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

35. GOVERNING LAWS AND SETTLEMENT OF DISPUTE:

- a) Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of the Contract)

arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.

- b) However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the MAIDC in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto.
- c) The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.
- d) Jurisdiction of Court: The agreement shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

36. LIMITATION OF LIABILITY.

The maximum aggregate liability of bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

37. GENERAL CONDITIONS

- i) The successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the period of agreement.
- ii) The successful bidder shall execute the whole work in strict accordance with guidelines of the MAIDC.
- iii) The MAIDC shall have power to make any alterations in or additions to the original scope of work.
- iv) The MAIDC reserves the right to increase/decrease the manpower requirement mentioned in Annexure I at any time during the period of agreement.

38. Signing of Agreement.

The successful bidder shall be required to sign a separate agreement for execution of the terms and conditions are in above.

(To be submitted on the letterhead of bidder)

39. ANNEXURE-A.

**Covering letter for proposal submission
(letter on the bidder's letter-head)**

To,

**The Dy. General Manager (Fert)
The MAIDC Ltd.
Dinkarrao Desai Road, Aarey Milk Colony,
Goregaon (East), Mumbai-400065.**

Sub: Submission of Proposal.

Ref:- E-Tender No. MAIDC/FFM/2025-26/09, dated. / /2025

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on service area as per scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the MAIDC is true, accurate, verifiable and the statements therein do not in whole or in part mislead the MAIDC in its short- listing process. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the contract period, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document.

We hereby confirm that:

1. We would like to participate in this TENDER.
2. We have deposited earnest money of Rs.3,00,300/- online.
3. In case we are selected as a successful bidder, we agree to convert our EMD in performance security.
4. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
5. We have sufficient qualified manpower and necessary materials with support to execute the contract efficiently in the specified time schedule.
6. We agree to work on rates of resources provided by Maharashtra State.
7. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/ discrepancy.
8. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in absolute sense to reject all or any of the bidder in the tender response.

It is hereby confirmed that we are entitled to act on behalf of our Firm/ company and attorney empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully
(Authorized Signatory)
(Name)
(Designation)
(Contact No.)
(Place)
(Date and Time)
(Seal & Sign)
(Business Address)

40. Annexure 'B'
General Details of the Bidder

Sr. No.	Particulars	To be filled by the Bidder/Contractor
1)	Name and Regd. Office address of the Bidder	
2)	Telephone No(s) and Fax No(s) of the Bidder	
3)	Email Address of the Bidder and authorized representative	
4)	Other Office address (mentioned in the Tender Documents) Max 2 Office address should provide	
5)	Name of the Authorized Representative, Designation, Mobile No. of the Bidder	

Name :

Designation:

Contact No.:

Signature :

41. Annexure C: Contact Details of officials for future correspondence regarding the bid process.

Details	Authorized Signatory	Secondary Contact
Name		
Designation		
Company Address		
Phone		
Mobile		
Fax		
Email		

Yours faithfully
(Authorized Signatory)
Designation:
Place:
Date:
Seal & Sign.

42. Annexure 'D' - Checklist for Eligibility Criteria

Sr. No.	Documents to be Submitted	Attested Copy Enclosures
1	Tender form duly signed and stamped	
2	Limited / Private Limited Company, registration under the Companies act, 1956 or Co-operative Society registration or proprietorship or partnership Firm.	
3	PAN/MLWB Challan last one year all documents must be attached / TAN	
4	Tender Fee & EMD paid receipt	
5	Bank Solvency Certificate of Rs. 2 crore from Commercial/National bank	
6	Registration Certificate registered under the Labour laws - Labour License with mentioned Manpower not less than 200 workers	
7	The Annual Turnover of the bidder shall be 100% of tender cost in each of last 3 financial years i.e. FY 2021-22, FY 2022-23 & FY 2023-24 to qualify. Tenderer shall produce Certificate from Chartered Accountant with UDIN for the same.	
8	Employees Provident Fund Organization Registration Certificate with challan from the month of April-2024 to March-2025 with ECR copy mentioned 200 manpower.	
9	The bidder should have an experience of providing Manpower to Govt./Semi. Government/Public Sector in the state of Maharashtra (Excluding Housekeeping & Security Workers) only with following criteria: Bidder should have at least 200 Manpower in 4 District in the State of Maharashtra in single order having value not less than 100% of estimate cost of tender in last 3 years until closing of bid (i.e. FY 2022-23, FY 2023-24 & FY 2024-25 and until closing of bid). Bidder should enclose copy of work order and work Experience certificate from client.	
10	Employees State Insurance Corporation Registration Certificate with Challan from the month of April-2024 to March-2025. mentioned 200 manpower	
11	GST registration certificate and GST challan (GSTR-1 & GSTR-3B) & Annual return must be attached from April-2022 to March-2025.	
12	Professional Tax Registration Certificate (PTEC/PTRC) and paid challan from April-2024 to March-2025.	
13	Professional Tax & GST Tax Clearance Certificate up to march-2025 must be submit. (CA Certified No- Dues Certificate will not be consider for Evaluation)	

14	Power of attorney, resolution of board etc. authorizing an officer of the tenderer (non-judicial stamp paper of Rs. 100/- Validity in the tender process).	
15	The Bidder should have a registered Office in Maharashtra State as evidence bidder shall submit shop act license	
16	Affidavit on non-judicial stamp paper (Validity in the tender process) of Rs.100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted / debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other state Government/ Central Governments organizations in the past three years.	
17	Audited Balance Sheet, Profit and Loss Statement for 2022-23, 2023-24 & 2024-25 with UDIN number	
18	Last Three Years Net Worth Certificate must be attached (Per Year 2 Crore)	
19	Income Tax Return and income tax payment receipt must be attached three years i.e. 2022-23, 2023-24 & 2024-25.	
20	The tenderer should sign and place seal on each page of terms and conditions, if not found the sign and seal on even one page, then the bidder shall be disqualified.	

Note:- The above documents are mandatory for participation in bids numbered 1 to 20 otherwise the bidder's offer will be rejected if they have not uploaded any certificate / document requested in the bid documents & All Annexure separately must be submitted. No documents will be accepted offline after opening the technical envelope. Applicable the all ATC of Mahatender if any.

Name :

Seal of the Firm :

43. ANNEXURE F:

**Statement of No Deviation from the Tender Requirements
(Letter on the Bidder's Letterhead)**

To,

**The Dy. General Manager (Fert)
The MAIDC Ltd.
Dinkarrao Desai Road, Aarey Milk Colony,
Goregaon (East), Mumbai-400065.**

**Sub: Undertaking of No deviation from tender terms and conditions.
Ref: Tender No. MAIDC/Fert/FFM/2025-26/09, dated __.__.2025**

Dear Sir,

I would like to state that in the proposal submitted by _____ (Bidder Name), there are no deviations from the tender terms and conditions proposed for this engagement.

**Thanking you,
Yours faithfully,
(Authorized signatory)
(Designation)
(Contact No)
(Place)
(Date)**

(Seal of the Firm)

(Rs. 100 Non Judicial Stamp Paper and Notarized)**44. Annexure 'G'**

We M/s (Name of the Applicant) having Registered Office *at and other offices i.e. 1).....And 2).....*

to undertake that we are not black listed by the Central Government, any State Governments or any Public Sector Undertakings, any Municipal Corporations or any Municipal Council or no Court matter pending against for any matter mentioned in this documents in India.

I Mr....., S/o.....,residing at.....aged about,years (Designation of the person signing this undertaking) of M/s. (Name of Bidder) that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract.

I/We give the rights to the competent authority of the MAIDC to forfeit the Earnest Money/ Security money deposit by me/us in case of breach of conditions of Contract.

I hereby undertake to provide the services as per the directions given in the tender document/ contract agreement.

(Sign)

Name:

Designation:

Place:

Date:

Seal of the Firm:

(To be submitted with sign and Seal on each page)

45. Additional terms and Conditions:-

Conditions / Conditions for handling of goods and internal transport in labor contract (for a period of Two years from 01.08.2025 to 31.07.2027)

1. The factory runs day and night. Therefore, contract workers will have to work 24 hours continuously in three shifts like this for eight hours in a row.
2. Adequate workers / laborers will have to be arranged by the contractor to carry out the day to day work.
3. The contractor will be the contractor for the recruitment / reduction of contract workers / laborers for the factory. In case of any damage to the property or goods of the corporation, it will have to be compensated by the responsible contractor. The contractor will be responsible for hiring well-behaved workers.
4. In case of theft or misconduct by any of the contractors / laborers appointed by the contractor, the concerned contract worker will be personally responsible along with the contractor. The contractor will have to issue an identity card to each of his workers / laborers. The contractor is required to give instructions to his workers to submit the identity card whenever they are asked and it is binding on them.
5. It will be advisable to go to the factory premises or to the machinery / equipment without giving specific instructions to the workers / laborers for specific work. The contractor has to give instructions to use them in the specified work space. Contract workers will not be allowed to stay in the factory premises after the shift.
6. The contract workers will have to strictly enforce the bylaws imposed by the corporation from time to time for safety measures. It will also be the responsibility of the contractors to appoint a responsible person to supervise the workers / laborers in each session. The person appointed should be well-educated and properly employed and should be required to keep a record of the feeding and handling of finished goods in each shift. The contractor is required to submit the attendance of its workers to the office on a daily basis for each shift.
7. The contractor has to take care that the new sacks and the goods in them will not be damaged while installing the sacks of finished goods. Otherwise the obligation to pay compensation will remain on the contractor.
8. After the end of each shift session, the place has to be cleaned by placing the bags of finished goods in the first hour before the end of the shift. Accurate reports will have to be submitted to the warehouse department after completion of each session. The combination of production and filling will have to be checked by the clerk and the scribe,

9. The contractor will be held responsible for the loss if the worker / laborers use the hook while handling the raw and finished goods.
10. Managing Fertilizer Factories reserve the right to dismiss contract workers / laborers who do not behave properly or whose work is not satisfactory.
11. Accident or similar to contract workers under the Workers' Compensation Act 1923 The Contractor shall be liable for any damages incurred as a result of any such damages. The claim will not be accepted by the corporation.
12. At least enough labor will have to be available in the factory for any emergency work.
13. The process in the factory is seasonal. So no claim, load during off-season If the compensation will not be accepted by the corporation.
14. Contract workers need tools like hoodies, gloves, gumboots, tools, thick Durability, shovels etc. Take it yourself, the corporation will not provide such tools. And long fruits,
15. The contractor will be informed one week in advance by the corporation before the factory / production resumes after a long period of production shutdown. At that time the labor required for the production will have to be present as well as the advance raw material required for the production will be shifted by shifting as per the instructions of the management Have to keep. The raw material required for shift production has to be shifted and brought to shift.
16. Feeding Quantity Rate 8 to 18 Metric Ton per hour. After the completion of feeding and other process, the contract workers will go to the factory premises, warehouse etc. Thoroughly clean. All the emptied sacks should be properly shaken and the graded sacks should be removed separately and a bundle of 25 (twenty five) sacks should be tied in such a way. The old sacks used in each shift have to be taken to the warehouse and piled properly. In case of loading vessel (hopper) or related sewing machine carrying belt breakage, direct feeding packing will have to be done. Empty sacks for hoodie or for sleeping. If found awkwardly used for seating, their cost will be recovered from the contractor.
17. The contractor will be given consent to take the truck driver by giving a receipt of the amount at the rate fixed for the unloading work to be done under the factory. The contractor will be responsible for resolving any grievances raised by the factory in respect of any increase in the above contract period for any reason at that rate. Similarly, there can be no mutual increase in the amount of Warai.
18. After feeding and unloading, the entire leaf litter will have to be filled and cleaned.
19. The daily details of the work done will be submitted to the office for inspection and at the end of the month its payment will be submitted to the office in the name of the manager.

20. The shift supervisor or officer will have to weigh at least 20/25 bags of raw and finished goods per shift to ensure their round time. No separate wages will be paid for it.
21. As soon as the raw / finished material stored in the open space is stacked, the full responsibility of the tarpaulin will be borne by the contract workers and any loss due to non-performance of the above work will be compensated by the contractor.
22. EPF & ESIC contribution to deduct from their monthly salary or to pay it on time In case of delay, the contractor will be responsible for the penalty and the consequence...
23. If a work is not done properly due to negligence of the contract workers, the payment for that work will not be paid in part / in full and the contractor will be held responsible for the loss due to it,
24. Problems, costs and consequences of delays in speed or process of work Also the contractor will be responsible for the loss incurred,
25. If the contract worker is unable to complete the work mentioned in the contract for any reason, the work has to be completed otherwise if the corporation completes it then the full responsibility rests with the contractor and penalty will be recovered from the contractor as per the rate requested and approved for the work.
26. All the factories specified in the contract, if required, have to be carried out outside the premises, at the rate specified in the contract within the municipal limits. Otherwise, the corporation reserves the right to recover the contractor from the payment by completing the work at an approved rate to the corporation by other alternative arrangements at the responsibility and expense of the contractor.
27. The height of 25 bags of raw and finished goods will have to be added.
28. Unloading of raw material / loading of finished goods and unloading of goods by railway rack if limited. If it is not done on time and due to delay in payment of rent or other payment, if the corporation suffers loss, it will be reimbursed by the contractor.
29. Any increase in any kind other than the rate fixed by the contractor for the duration of the contract will not be given for a reason.
30. All taxes will be levied on the payment amount as per rules.
31. Levy, EPF ESIC Income tax. Submission of receipt of payment will be binding on the contractor. Otherwise the payment will not be made.
32. If any dispute arises regarding the terms / conditions of the agreement, the decision of the management will be final.
33. If the work is not found satisfactory within the contract period, the contract will be terminated using the appropriate procedure.

34. A security guarantee or a bank guarantee of the same amount will have to be given to the corporation. Security No interest of any kind will be paid Amount
35. Upon receipt of the original receipt of the deposit paid after the termination of the contract without submitting it to the office. The deposit will not be refunded.
36. It is necessary to provide at least 30 contract persons in each shift.
37. Subsequent shift workers will be present at work at least half an hour before the start of the shift and at the end of the shift the shift workers will fill the empty silo of raw material at the end of the shift so that the silo is not emptied at the time of shift.
38. There are clerks in the saline department to control the handling of raw and finished goods. Workers should work according to their instructions / orders. (E.g.) Lot pick-up space Lot height, truck loading of goods arriving for direct feeding, loading of finished goods straight into truck, demand of unrealistic load, etc. Don't argue without reason.
39. Incoming / outgoing will be closed half an hour before shift time. Also the cupboard will be completely closed inwards and outwards.
40. If the Mathadi workers working in the factory want to work in the factory they have to be accommodated with the workers.
41. Even if the work contract is called from __/__/2025, if the management wants to start the work before then, you have to make arrangements accordingly.
42. The final decision on acceptance or rejection of all tenders is reserved by the Corporation.

SD/
Dy.General Manager (Fert)
M.A.I.D.C.Ltd., Mumbai