

(Registered under the Companies Act, 1956)

• Registered Office:

Krushi Udyog Bhavan, Dinkarrao Desai Marg, Aarey Milk Colony, Goregaon (East), Mumbai 400 065. Telephone: 8888842636 / 8888842318 E-mail fertdivmumbai@gmail.com CIN No.UO5000MH1965SGC013380

Date: 09.04.2025

Ref.No. MAIDC/ Fert-Outsource/2025-26/01

Expression of Interest (EOI) NOTICE

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|------|------|------|--|
| M/s, | | | |
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Sub: Invitation for Expression of Interest (EOI) to solicit interest for Outsourcing the production of Granulated Mixed Fertilizers of N:P:K Grades in Krushi Udyog brand at various locations in Maharashtra as per our requirement.

Dear Sirs.

Online digitally signed Expression of Interest are invited for outsourcing the production of NPK Mixed Granulated Fertilizers under the brand name "KRUSHIUDYOG" at following destinations.

- 1) Kolhapur / Pune / Satara
- 2) Yavatmal
- 3) Jalna
- 4) Jalgaon
- 5) Anywhere in Maharashtra

Bidder should quote Ex-Factory Per Metric Ton Rate for NPK Mixed Granulated Fertilizer (Grades notified by the Maharashtra State) for Processing Cost. The Raw Material and New HDPE /PP bags for finished product will be provided by MAIDC Ltd.

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 other Bidders 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 intend to outsource the production of notified grades of N:P: K Mixed Fertilizers (KU brand)

At following destinations as per our requirement.

- 1) Kolhapur / Pune / Satara
- 2) Yavatmal
- 3) Jalna
- 4) Jalgaon
- 5) Anywhere in Maharashtra

Plant Capacity and Present Status of Plant

Capacity of Granulation Plant should be minimum 5 Mts/hr. with all the required infrastructure and the Plant should be <u>in operating condition</u>. Details of the Plant along with the available infra structure to be submitted in the format given as <u>Annexure"A</u>" and copies to be uploaded in the technical bid documents. Company's details to be uploaded in **Annexure "B"**.

Quality Aspect

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 "D"**.

Legal Aspects

The successful bidder will have to execute an agreement regarding the terms and conditions governing the outsourcing on Rs. 500/- bond paper.

The interested Bidders submitting their proposals for the contract period of April 2025 to March 2028 must be able to commit to engage with MAIDC Ltd. for at least next three years if desired so by MAIDC. In unavoidable circumstance successful bidder has to continue the contract till further tender finalization, if any.

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

Contact Details

Contact Person: Shri. Mahendra D Dhande & Shri. Satyawan R Warale

Contact No :- 8888842336 & 8888842318

Contact address: Maharashtra Agro Industries Development Corporation Ltd. Krushi Udyog Bhavan,

Dr.Dinkar Desai Marg, Aarey Colony, Goregaon (E), Mumbai-65

Official Website: maidcmumbai.com

E-mail ID : 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 Bidders 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. 10,300/ - (Rupees One Thousand Three Hundred only) inclusive of taxes (non-refundable). The payment can be remitted through net banking only.

The interested Bidders 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.4,00,000/-. For details please refer Terms and Conditions. (Annexure"C")

Interested Bidder will have to submit online offers as per the tender Schedule (key dates).

Submit Commercial bid as per your plant locations in the Given BOQ Format in Tender.

Thanking you,

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

The M. A. I. D. C. Ltd

Fertilizer Division, Mumbai.

Tender Schedule (key dates)

 Pre-Bid Meeting will be held on 17/04/2025 @ 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 |
|---------------------|---------------------|---------------------|
| 09.04.2025 | 25.04.2025 at | 28.04.2025 at |
| | 17.30 hrs. | 14.05 hrs. |

M. A. I. D. C. Ltd.

<u>Fertilizer Division, Mumbai</u> Instructions for the Interested Bidders

Interested Bidders 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 biders) of the e-tendering stages are given.

The interested Bidders are required to download the EOI documents online and submit their Commercial Bids for these EOI online ONLY. Manual EOI response shall not be considered in any circumstances.

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

The interested Bidders 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 Bidders are required to sign the bid documents using Class – II / Class – III Digital Signature Certificate. For more help regarding e-tendering Website, bidders may contact 24x7 Helpdesk Toll Free no.: 0120-4001 002, 0120-4001 005 & 0120- 4493395. 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.

No document will be accepted after opening of the tender.

Tender Opening

The Technical Bid will be opened at 14.05 hrs. on **28.04.2025** the same day in presence of Tender Committee members of MAIDC Ltd.

List of Technical Bid Documents to be uploaded

- 1. Copy of Manufacturing License issued by the State Commissioner of Agriculture.
- 2. Copy of Consent to Operate of State Pollution Control Board.
- 3. Copy of Factory License and last visit report of Factory Inspector.
- 4. Details of production for last three years.
- 5. Copy of Provident Fund registration.
- 6. Copy of ESIC registration if applicable.
- 7. GST registration certificate.
- 8. Stability Certificate of Plant House and Godowns.
- 9. Details of pending Legal matters related with the Factory.
- 10. Details of loans and other liabilities related with the Factory.
- 11. Layout of Plant and Godowns with dimensions and area.
- 12. Annexure 'A' on the bidder's letterhead.
- 13. Annexure 'B' on the bidder's letterhead.
- 14. Annexure 'C' on the bidder's letterhead.

| Bidder's Let | ter Head |
|--|--|
| Commercial Bid-I | |
| To, Dy.General Manager (Fert) MAIDC Ltd. Goregaon, Mumbai-65 | Date :- |
| Sub.:- Outsourcing the production of Granul Krushi Udyog brand at various loca requirement | ated Mixed Fertilizers of N:P:K Grades in tions in Maharashtra as per MAIDC's |
| Ref.No. Fert/Outsource/2025-2026/ | Date:2025 |
| Sir, With reference to your above referred tended in KU brain destination is as follows- | der, we are interested in outsourcing the production and. Our offer for processing cost i.e. at |
| Name of the Location (Destination) :- | |
| Ex-Factory Rate : RsPMT (in words Rsprovided that the required Raw Material and the pentire processing cost and material handling and stabove rate. | backing material will be supplied by MAIDC. The torage cost as per tender terms is included in the |
| GST and other Government Taxes will be applicate | ble as per rule on the above processing charges. |
| Rate Validity for the contract period of April 2025 | to March 2028 |
| We accept the terms and conditions attached w same during the contract period. | ith the tender document and commit to abide the |
| | |

NOTE :- 1) Commercial Bid to be Submitted as per BOQ is compulsory.

Place:

Date:

Bidder's Company Seal:

2) Please submit Location wise Commercial Bid Separately.

Authorized Signatory's Signature: Name and Designation:

ANNEXURE"A"

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

21. Transformer details

22. Water Connection

| 23. Manpower | : |
|---|---|
| a) Operational Staff | : |
| b) Ministerial Staff | : |
| c) Officers/Supervisors | : |
| d) Contract Labours/Mathadi Workers | : |
| 24. Weigh Bridge Capacity | : |
| 25. Furnace Oil / Coal Storage Capacity | : |
| 26. Material handling charges paid to Hamals | : |
| 27. Maximum production taken (During a month and during the year) | : |
| 28. Details of last three years production | : 2022-2023 =Mts. 2023-2024 =Mts. 2024-2025 =Mts. |
| 29. Security arrangements | : |
| 30. Layout of the Factory & Godown | : |
| Date : | Signature of Authorized Signatory of the bidder |
| Place: | |
| Seal of the Bidder : | |

ANNEXURE"B" Format of company information

| 1. | Name of the company: | |
|-----|--|--|
| 2. | Registered office address: | |
| 3. | Address for correspondence: | |
| 4. | Name of the authorized signatory: | |
| 5. | Designation of the authorized signatory: | |
| 6. | Mobile No. of the authorized signatory: | |
| 7. | Name of the other contact person: | |
| 8. | Designation of the contact person: | |
| 9. | Mobile No of the contact person: | |
| 10. | Land line Nos of the company: | |
| 11. | Fax Nos of the company: | |
| 12. | E-mail address of the company: | |
| 13. | GST No.: | |
| 14. | PAN No. of the company: | |
| 15. | Bank details of the company for payments by RTGS | |
| a) | Beneficiary Name: | |
| b) | Credit account No.: | |
| c) | Centre (Location): | |
| d) | Bank Name: | |
| e) | Branch address: | |
| f) | Account type: | |
| g) | IFSC Code: | |

Please enclose a cancelled cheque of the above-mentioned account for our ready reference.

Name of the designation of Authorized signatory

Authorized signatory of Bidder with seal & date.

Annexure "C" Undertaking for not been blacklisted

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

Bidder's Company Seal:

Subject: <u>Self Declaration of not been blacklisted in response to the Outsourcing the production of N:P:K Mixed Granulated Fertilizers with any State or Central Govt. of India or their undertakings.</u>

Ref: EOI to solicit interest for Outsourcing the production of Granulated Mixed Fertilizers of N:P:K Grades in Krushi Udyog brand at various locations in Maharashtra as per MAIDC requirement.

| Dear Sir, | |
|----------------------------------|--|
| We confirm that our company, M/s | , is not blacklisted in any |
| , , | d/or Central Government in India on any ground t practice, fraudulent practice, coercive practice, |
| Place: | Authorized Signatory's Signature: |
| Date: | Name and Designation: |

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

<u>General Terms and Conditions</u> for outsourcing of "KRUSHI UDYOG" NPK-Granulated Mixed Fertilizer production as per F.C.O. specifications (**Grades as per Maharashtra State notification**)

1. Sealed offers of EOI are invited for outsourcing the production of NPK Mixed Granulated Fertilizers in **KRUSHI UDYOG** brand on Per Metric Ton processing charges basis.

2. 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.

3. The terms and conditions as embodies in the N.I.T. (NOTICE INVITING TENDER) shall be final and any variations, additions, deletion etc. mentioned in the Bidders offer shall be liable to be rejected by the MAIDC Ltd.

4. PERIOD OF CONTRACT:

The Contract period is proposed to be for the period April 2025 to March 2028 which may be further extended if desired so by MAIDC. Further Bidders 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.

5. PLANT SIZE AND CONDITION:

Size of Granulation Plant should be minimum 5 Mts/hr. 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".

6. PLANT LOCATION:

MAIDC intends to outsource their Granulated Mixed KU-NPK production in Rukadi – Kolhapur/Pune/Satara, Yavatmal, Jalna, Jalgaon, anywhere in Maharashtra.

- MAIDC will only supply the required Raw Material and Packing Material. Processing/ Manufacturing of Krushi Udyog brand NPK Fertilizers shall be strictly as per FCO specifications and it will be the sole responsibility of the bidder to maintain the prescribed standards.
- 8. The processing cost / rate quoted by the bidder will include the cost of unloading the raw material, processing the material, power and fuel, weighing and packing, printing batch number, MRP, Month and Year, Including Printing Material like Black Ink and Stamps, Stitching of bags, Including stitching machines and thread required, stacking and loading of the finished material in trucks.
- **9.** MAIDC will pay processing charge subject to the submission of Tax Invoice by the bidder.
- **10.** TDS (Tax Deducted at Source) on all the payments of processing charges will be deducted as per the prevailing rules.
- 11. All related records i.e. maintenance of Daily Receipts, Production, Dispatches and Empty Bags will be bidder's responsibility. MAIDC will have right to maintain their own record or verify the Bidders record at any moment.
- 12. Insurance: Insurance of raw material, semi-finished goods, finished goods, new and old HDPE bags and any other material belonging to MAIDC shall be initially at the cost of the bidder and the only beneficiary shall be MAIDC. Bidder will ensure the adequate and timely insurance as above and hand over the copies of insurance policies to MAIDC. Thereafter, the amount of insurance charges will be reimbursed by MAIDC to the bidder.

13. **VALIDITY OF TENDER**:

The rates offered by the tenderer shall be valid for acceptance for minimum of 90 days from the date of opening of tender.

14. QUALITY CONTROL:

Bidder 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 by the bidder's chemist and the reports will have to be submitted to MAIDC daily. Samples drawn and preserved will be the property of MAIDC. There are two types of sampling one in factory and other is on field. a) In Factory sampling whole responsibility of doing regular sampling is of bidder just like other factory right now. After doing regular sampling than only material should dispatch. b) Further, for any failure occurring in the field level sampling as per Govt. regular process bidder management is responsible and has to do all further needful till end of case by their own cost. Concern MAIDC factory person will not be responsible in this case for the samples drawn by Quality Control Department of Commissioner of Agriculture or any other Authority will be sole responsibility and at the cost of bidder. For this, the bidder will have to give undertaking on Rs. 500/- bond papers to MAIDC.

15. PROCESS LOSS:

The process loss in case of raw material to the extent of 1.0% will be borne by MAIDC. Process loss beyond 1.0% shall be recovered by MAIDC from the Bidder.

- 16. 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 bidder so that our production demand is not affected and consequently loss on account of nonfulfilling of demand will be prevented.
- 17. MAIDC and the bidder will mutually decide the production plan well in advance to enable proper co-ordination of supply of raw material by MAIDC as well as mobilization of production resources by the bidder for optimum utilization of production capacity. Bidder will strictly adhere to the production program given by MAIDC, without giving any excuses.
- 18. The bidder should agree that, during the contract period he will not be allowed to undertake production/processing of any other brand including his own brand irrespective of fulfillment of the targets given by MAIDC.
- 19. The finished product bag should have exact net weight of 50 kg and gross weight 50.12 kg. In case of any complaint/fine penalty or any liability arises from market, (Weights and Measurement Dept. or any other competent authority) it will be the sole responsibility of the bidder.

20. RE-PROCESSING:

In case the finished product is not as per the specifications, MAIDC shall order for reprocessing the same at the cost of the bidder and ensure that it complies with the specifications laid by F.C.O. This shall be without prejudice to MAIDC's other legal rights.

21. SUPERVISION:

MAIDC shall depute Personnel 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 Bidder to process the material strictly as per the F.C.O. specifications.

After Final Appeal if Finished Product not found as per FCO Norms than penalty shall be as under:-

- a) Reprocessing of that batch should be done by Tenderer without any reprocessing charges.
- b) The other allied expenses such as Transportation, Loading, Unloading etc. should be borne by Tenderer.
- c) If payment held by dealer of that particular batch, the same will be deducted from next bill of tenderer.
- d) Rs. 100000 per batch.
- e) Security Deposit / EMD may be forfeited.
- f) The Tender may be Blacklisted.

MAIDC shall have right to inspect finished products which belongs to MAIDC and Bidder will render all necessary assistance and co-operation to MAIDC.

22. LICENSES & STATUTORY COMPLAINTS:

It shall be the sole responsibility of the bidder to obtain all required licenses and permission for storing raw materials and/ OR for granulation / production of NPK Mixed Fertilizers. Bidder shall ensure that provisions under all relevant Acts applicable from time to time shall be compiled with and no default is committed. All the provisions of relevant Labour Laws, Factory Act, Workmen Compensation Act etc. will be followed by the bidder and it shall not create any liability whatsoever on MAIDC. As a result of failure on the part of the bidder 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 Bidder.

23. **GODOWNS**:

Bidder will have to provide sufficient godowns for storage of sufficient raw material as well as finished material. Godown capacity may please be specified in the EOI response. MAIDC will not bear/pay godown rent in any case. The godowns will be under the lock and key of MAIDC.

24. All packing materials supplied to the bidder for above purpose and the empty bags of raw materials will be the property of MAIDC under any circumstances.

25. **SAFETY AND SECURITY**:

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

26. **SECURITY DEPOSIT**:

- a) Those who are not govt. undertaking do not have govt. participation shall be required to pay Security Deposit. Successful tenderer will have to deposit additional offline payment of Rs. 10,00,000/- in working days in office for which the supply order is placed on him by the purchaser.
- b) If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the purchaser to forfeit either in whole or part the Security Deposited by the tenderer. Same as aforesaid if the tenderers duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by the "OFFICER", the MAIDC shall refund the Security Deposit to the bidder 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 Bidder.

27. **PAYMENTS TERMS**:

The payment will be released only after the reconciliation of stocks by MAIDC personnel as per the stock statements provided by the bidder after 30 days of invoicing.

28. 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.

29. **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 Rule or as per Arbitration Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The place of Arbitration shall be in Mumbai.

30. 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.

- 31. 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 Bidders shall not be considered binding on MAIDC Ltd., nor shall any written materials provided by any person other than MAIDC Ltd.
- 32. 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).
- 33. 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.
- 34. It is mandatory for Successful bidder to obtain permission from Commissionerate of Agriculture, Pune for processing NPK mixture in Krushi Udyog Brand.