



The Maharashtra Agro- Industries Development Corporation Limited

(A Govt. of Maharashtra Undertaking)

CIN: U05000MH1965SGC013380

**Regd. Office: Krushi Udyog Bhavan, Aarey Milk Colony, Dinkarrao Desai Marg,
Goregaon (East), Mumbai 400065.**

www.maidcmumbai.com/www.mahaagromart.com

EOI No. : **MAIDC/Mahaagromart/OSM/2024-25/01, Date 31/10/2024**

Expression of Interest

Invitation for Expression of Interest for Empanelment of Business Developer for marketing and sales of various products manufactured, marketed or traded by MAIDC.

The Maharashtra Agro-Industries Development Corporation Limited. (MAIDC), (A Govt. Maharashtra Undertaking), registered under Company Act, 2013, having its Head Office at Krushi Udyog Bhavan, Arey Milk Colony, Dinkarrao Desai Marg, Goregaon (East), Mumbai-400065, Maharashtra, hereby invites Expression of Interest (EOI) from reputed firms involved in business promotion / Development for marketing and sales of products manufactured / Marketed by MAIDC as well as third party products traded by MAIDC to Government / Government Companies, Local bodies, Co-operatives, Councils, open market, sales to Institutions such as CSD canteens, Railways, Airlines, Reserves forces or Police canteens, Special Category business like HoReCa, General Trade, Modern Trade, exports etc.

Sd/-

General Manager (F&A)
MAIDC Ltd., Mumbai.

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

EOI No. : MAIDC/Mahaagromart/OSM/2024-25/01, Date 31/10/2024

Dear Sir/Madam

The Maharashtra Agro-Industries Development Corporation Limited. (MAIDC) inviting Expression of Interest for Empanelment of Business Developer for marketing and sales of various products manufactured, marketed, or traded by MAIDC from reputed firms involved in business promotion / Development for marketing and sales of products manufactured / Marketed by MAIDC as well as third party products traded by MAIDC to Government / Government Companies, Local bodies, Co-operatives, Councils, open market, sales to Institutions such as CSD canteens, Railways, Airlines, Reserves forces or Police canteens, Special Category business like HoReCa, General Trade, Modern Trade, exports etc.

1. Introduction:

The MAIDC Ltd. is a Govt. of Maharashtra undertaking, engaged in manufacturing and marketing various agricultural inputs and other products in open market and to various Govt. institutes. The MAIDC wish to expand its business to pan India and beyond. This necessitated to empanel of Business Developer supporting in this endeavor.

i) Pre-bid Meeting: -

The MAIDC shall conduct a pre-bid meeting in Mumbai, at the address given under contact details. The meeting will be held at the MAIDC, Head Office at Goregaon, Mumbai-65 as per the schedule given. The representatives of the interested bidders (Restricted to two persons per Organization/Company) may attend the meeting at their own cost. The purpose of the meeting is to explain the objective and broad scope of the expected work as per the EOI document. It will also provide bidders an opportunity to seek clarifications on any issue if required.

Contact Details:-

- i) Shri Sujit Patil, General Manager (F&A)
Mob. No. 8888842365
- ii) Shri Kishor Rathod, Manager (Mahaagromart)
Mob. No. 8888842290

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

Official Website: www.maidcmumbai.com

E-mail ID: admin@mahaagromart.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-EOI Tool Kit" wherein all the basic know how (detailed help documents designed for bidders) of the e-EOI stages are given.
- ii) For any sort of assistance, please contact Help Desk Mahaagromart/OSM division.
admin@mahaagromart.com
- iii) The Internet Explorer Version-
8 (or above) is essential to access the above website.
- iv) The computer being used for e-EOI procedure is to be configured as per the instructions given in the e-EOI Tool Kit.
- v) Login ID and password to be created on the above website.
- vi) Class II or Class III Digital signature (e-token) with signing, verification, and encryption and decryption certificates is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using above Class II or Class III digital signature as per the Information Technology Act, 2000. The digital signatory shall be authorized representative of the participating organization/ bidder.
- vii) EOI form fee Rs. 10700/- (Rupees Ten Thousand seven hundred only) is to be paid online for the downloading of EOI form and bid preparation. The EOI form fee is nonrefundable.
- viii) The various activities/stages of EOI procedure for the bidders as well as for the MAIDC are date & time locked. Hence, bidders are requested to execute all the activities related to EOI downloading, bid preparation & bid submission strictly as per the EOI schedule (key dates)
- ix) This EOI is strictly online. No manual bids will be accepted by the MAIDC.

- x) The MAIDC reserves the right to accept or reject any or all EOIs either in part or in full without assigning any reason what so ever.
- xi) The MAIDC reserves right to make any amendments or in the terms and conditions of EOI before the due date of submission of bid. Any change/ clarification/corrigendum would be uploaded on the website <http://mahatenders.gov.in/> and the MAIDC portal www.maidcmumbai.com
- xii) Bidders are advised to study all instructions, form, terms, requirements, and other information in the EOI document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. The response to this EOI should be full and complete in all respects. Failure to furnish the information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect shall be at the bidder's risk and may result in rejection of its proposal. The EOI 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 EOI 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 EOI evaluation shall be final.
- xvii) The MAIDC reserves the right to accept or reject any or all EOIs either in part or in full without assignment any reason whatsoever.
- xviii) EOI shall be opened at 14.30 hrs on the date 21.11.2024 in the presence of bidders or their representatives.
- xix) EOI shall be opened by the MAIDC authorities as per EOI schedule, in the presence of intending bidder or his/her/their authorized representatives, who may

be present at the time of opening at Krushi Udyog Bhavan, the MAIDC (Ltd.), Goregaon (E) Mumbai-65

xx) The offers/interested bidders proposals shall be valid for 90 days. Right to accept or reject any or all EOIs in part or full without assigning any reasons thereof are reserved with the MAIDC.

3. Terms used in the Document:

- i) 'EOI Document' means this EOI Document.
- ii) 'Proposal' means response or offer for this EOI Documents.
- iii) 'GOM' means Government of Maharashtra
- iv) 'Corporation' means the Maharashtra Agro-Industries Development Corporation Limited.
- v) "Empanelment" means one or more bidder empaneled for marketing and sales of various products manufactured, marketed or traded by MAIDC from reputed firms involved in business promotion / Development for marketing and sales of products manufactured / Marketed by MAIDC as well as third party products traded by MAIDC to Government / Government Companies, Local bodies, Co-operatives, Councils, open market, sales to Institutions such as CSD canteens, Railways, Airlines, Reserves forces or Police canteens, Special Category business like HoReCa, GT, Modern Trade, exports etc.
- vi) "Purchaser" means The Maharashtra Agro-Industries Development Corporation Limited.
- vii) "Vendor" means the selected bidder with whom contract against this Empanelment EOI 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 EOI 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 companies of the Maharashtra Agro-Industries Development Corporation Limited
- xiii) "Noncompliance" means failure/ refusal to comply with the terms and

condition of the proposal by the participating bidders.

- 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. EOI Notice:

- i) Online EOI 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 reputed firms involved in business promotion / Development for marketing and sales of products manufactured / Marketed by MAIDC as well as third party products traded by MAIDC to Government / Government Companies, Local bodies, Co-operatives, Councils, open market, sales to Institutions such as CSD canteens, Railways, Airlines, Reserves forces or Police canteens, Special Category business like HoReCa, GT, Modern Trade, exports etc.
- ii) The contract period shall be for Five years and may be extended for mutually agreed period.
- iii) Bidder can purchase EOI form by making online payment of Rs.10700/- (Rs. Ten Thousand Seven Hundred Only) Nonrefundable amount and download EOI from above mentioned E-tendering portal as per the date and time mentioned in the EOI schedule.
- iv) **All the bidders are requested to read the EOI document and submit the proposals accordingly.**
- v) **The MAIDC/ Managing Director reserves the right to cancel the EOI at any time or amend/ withdraw any of the terms and conditions contained in the EOI document without assigning any reason, thereof.**

vi) EOI Time Schedule: (Key Dates)

The EOI Document schedule and communication details as under:

Sr. No.	EOI Stages	Start Date	Time Hrs.
1	EOI Release	31.10.2024	14.30
2	Pre-Bid Meeting	12.11.2024	11.30
3	Bid preparation, submission & EOI closing	20.11.2024	14.30
4	Technical Bid Opening	21.10.2024	14.30
5	Commercial Bid Opening	22.10.2024	14.30

EOI Information Officers:

Sr. No.	Name of Officers	Contact Number	Office Address
1	Shri Sujit Patil (GM)	8888842365	Maharashtra Agro-Industries Development Corporation Ltd. 'Krushi Udyog Bhavan', Dr. Dinkarrao Desai Marg, Goregaon (E), Mumbai-400065
2	Shri Kishor G Rathod	8888842290	

Pre-Bid Queries:

Name of Bidder: _____

EOI Ref. No.: MAIDC/Mahaagromart/OSM/2024-25/01, Date 30/10/2024

EOI Name: Invitation for Expression of Interest for Empanelment of Business

Developer for marketing and sales of various products manufactured, marketed or traded by MAIDC.

Due Date : 11.11.2024

Sr. No.	EOI Documents Page No.	Clause Title	EOI Document clause discretion	Bid Query	The MAIDC Clarification

6. Eligibility Criteria:

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

- a) The bidder shall be a Proprietor/ Partnership Firm/ Company etc.
- b) Certificate of Registration.
- c) Proof of office address (telephone bill, electricity bill etc.).
- d) The bidder should have GST, PAN and Professional Tax.
- e) The bidder shall be attached last two years income tax returns.
- f) The bidder shall not be blacklisted by State or Central Government or any of its public sector undertaking or Agencies as on the last date of Bid Submission.

Note:-

- i) All the above criteria compliance is compulsory for all bidders to be qualified for the technical evaluation.
- ii) Every document to be submitted by the bidder must be self-attested with seal and signature.

7. Scope Of Work:

- a) The Business developer should generate orders from open market and government institutions.
- b) The supply order shall be collected by Business Developer on behalf of the MAIDC and effectively manage and optimize the supply order workflow.
- c) New business plan/ideas/creativity and go with the latest trends.
- d) The business developer should be well-versed in handling invoicing and delivery challan follow-ups.
- e) The supply shall be made directly to the party according to the supply terms & conditions in the supply order, Business Developer shall be informed about the dispatches done. The supply shall be made on the cash and carry basis against the advance payment of that supply order in open market business. Credit sales will be based on mutually agreed terms in special cases only.
- f) Business Developer shall be responsible for the quick realization of payments and the payable commission shall be disbursed only after realization of payment.
If the Business Developer fails to realize payment/ part payment from buyer, they shall be responsible for the same and MAIDC reserves the right to recover the same from Business Developer.
- g) The business developers must adhere to various statutory requirements related to both direct and indirect taxes.
- h) The Business Developer shall work in coordination with the MAIDC official of Mahaagromart/OSM division and the claims/commissions of the Business Developer shall be accepted only after verification from the Mahaagromart/OSM division.
- i) Security deposit will be of Rs. 1,00,000/- for any category of business. If the applicant wants to do business in more than one category or more than one geographical region the security deposit will be of Rs. 5,00,000/- Security deposit shall be paid in the form of DD/RTGS/NEFT.
However, no interest shall be paid on above security deposit. The Security Deposit shall be in favour of the Maharashtra Agro Industries Development Corporation Limited. (MAIDC), Mumbai. Security shall be refunded upon termination or successful completes of agreement. However, in case of breach of agreement security deposit may be forfeited by the MAIDC.

- j) The commission charges on Invoice value shall be paid to Business Developer are as under:

Particulars/ Turn Over	Below Rs. 5 Cr	Rs. 5 Cr to 25 Cr	Rs. 25 Cr to 40 Cr	Rs. 40 Cr and Above
	(A)	(B)	(C)	(D)
MAIDC commission for all categories Products				
** For each turnover category maximum commission will be upto 5% excluding applicable taxes.				

- k) Business Developer must fill the commission percentage in the BOQ sheet.
- l) No sales return shall be allowed. In special case 1% sales return shall be applicable after production of required documents and for genuine defect in the supply consignment.

Submission of Expression of interest:

- i. Interested Business Developer may download bid form for Expression of Interest document from www.mahatenders.gov.in and shall submit Expression of Interest documents in original down loaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions.
- ii. The Expression of interest must contain the name, designation and place of Business of the person with Phone and Mob. Nos. submitting the expression of interest and must be signed and sealed by the Prospective Business Developer with his usual signature.
- iii. Competent person/authorized signatory should sign the EOI.
- iv. Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- v. Following documents has to be submitted along-with bid/ EOI in a sealed cover: -
 - (a) Request for empanelment on company's letter head.
 - (b) Annexure-A, B and Annexure- C duly filled in, signed and stamped.
 - (c) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.

1. Agreement: -

Business Developer shall have to sign an agreement on Rs.500/- non-Judicial stamp paper as per the judicial requirement of respective state within one month from issuing of order by the MAIDC appointment.

2. Period of Business Developer: -

Business Developer shall be awarded for a period of 5 years from the date of agreement. Appraisal of marketing performance shall be done annually and can be withdrawn based on performance on satisfactory completion of agreement period can be extended mutually agreed period.

3. Grant of Marketing Agreement:-

Area of operation and distribution of business category will be the sole discretionary power of MAIDC only. MAIDC reserves right to appoint one or more business developers for any particular region or business category.

4. Business Developer shall comply with,

All the statutory requirement under the licenses under insecticides Act, FCO Act, FSSAI and all the other statutory compliance for the area of operation of Business Developer.

5. Continuity of Business:

The Business Developer shall have to conduct business in each season.

6. Termination:

Either Party can terminate the Agreement by giving 'two months' notice in writing to the other Party.

7. General Terms & Conditions:

- 7.1 The MAIDC reserves the right to accept or reject any offer of Expression of Interest from Interested Business Developer without assigning any reasons whatsoever.
- 7.2 A business developer's contract typically restricts them from engaging in similar business activities within a specified geographic area and time frame.
- 7.3 The Business Developer shall clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The selected Business Developer from the panel will have to enter into agreement as devised by the MAIDC to fully protect the MAIDC's overall interests and also the interests of the prospective buyers.
- 7.4 The prospective Business Developer shall also be asked to furnish additional information / confirmation in connection with verification of the documents submitted by the Business Developer, if deemed necessary.
- 7.5 The selected Business Developer shall ensure compliance of all the Government

regulations conventions / policies /guidelines /orders etc. in force related to any or all the activities covered.

- 7.6 All details and terms and conditions of this document shall have to be considered by the prospective Marketing partner in totality and the expression of interest containing incomplete documents & not complying with the above conditions are liable to be rejected.
- 7.7 Prospective Business Developer who qualifies as empaneled Business Developer to the MAIDC shall be individually notified after the evaluation process of empanelment is complete.
- 7.8 The MAIDC reserves the right to remove any business Developer from empanelment list at their sole discretion without assigning any reason thereof.
- 7.9 MAIDC also reserve the rights to appoint multiple business developer for a particular category, business segment or geographical region.
- 7.10 For allocation of exclusive rights for territory/division, MAIDC expects minimum turnover guarantee which will be decided mutually and incorporated in the agreements/MOU.
- 7.11 MAIDC's policy for Holiday-Listing, which is available on the website of the MAIDC must be acceptable to the bidders. Notwithstanding anything contained in this EOI document is mutatis mutandis applies to this and in the event, the agency/(s) while discharging its obligations under the Agreement or otherwise, come/(s) within the ambit of the said policy, the MAIDC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency/(s) in accordance with the policy in force.
- 7.12 The Successful bidder will be required to sign Integrity Pact. It shall be assumed that successful bidder has gone through the Integrity Pact (Annexure-III of this EOI documents) and have no objections whatsoever in signing the contract.

8. No Contractual Obligation:

The MAIDC is not bound contractually or in any other way to any prospective Business Developer to this Expression of Interest. The MAIDC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any Expression of Interest, incurred by the prospective Business Developer to this Expression of Interest whether or not the MAIDC terminates, varies, or suspends the Expression of Interest process or takes any other action permitted

under this Expression of Interest, including consideration of concepts proposed in future developments.

9. Indemnification:

- i. All other statutory taxes, statutory dues, local levies, as applicable shall be remitted to the Government by the MAIDC in addition to the remittance of quoted Fee to the MAIDC. The successful bidder shall indemnify the MAIDC from any claims that may arise from the statutory authorities in connection with this Agreement.
- ii. The successful bidder shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc. to statutory bodies and the MAIDC shall not in any manner, be responsible for payment of such dues. The successful bidder shall also indemnify the MAIDC against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.

The successful bidder shall indemnify and keep indemnified the MAIDC against any loss / damage to any person/ property from any legal suit / claim filed on this account by any third party. The successful bidder shall at all times abide by all safety procedures and rules as may be stipulated by the MAIDC or any Govt. institutes or any statutory body from time to time.

- iii. The successful bidder shall fully indemnify the MAIDC against any actions, claim related to design/ patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.
- iv. The successful bidder agrees and undertakes to indemnify and keep indemnified the MAIDC harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the MAIDC as a result of any breach committed by it on this account.

10. Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the MAIDC in relation to, or matters arising out of, or concerning the Bidding Process. The MAIDC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat

the same in confidence. The MAIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the MAIDC or as may be required by law or in connection with any legal process.

11. Integrity Pact:

The Successful bidder shall be required to sign Integrity Pact. It shall be assumed that successful bidder has gone through the Integrity Pact and have no objections whatsoever in signing the contract.

12. Holiday Listing:

MAIDC's policy for Holiday-Listing, which is available on the website of the MAIDC must be acceptable to the bidders.

Authorized Signature of bidder with seal

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Note :- The bidder should sign and place seal on each page before uploading the documents.

Maharashtra Agro-Industries Development Corporation Ltd.
'Krushi Udyog Bhavan', Dinkarrao Desai Marg, Arey Milk Colony,
Goregaon (E), Mumbai-400065

Application for Business Developer

(To be filled by the applicant and attached with BOQ sheet in PDF format)

1. Name of the firm & Type of
Business Developer:

2. Postal Address:

Block : Phone:

Tehsil : Gram:

District : Telex:

State : Pin code:

Photograph
with Sign

3. Name of the owner /partner/(s)/Director/(s): or In charge (latest Photograph)

4. Whether registered with MSME? If, yes : Registration No. & Date

5. PAN No:

6. GST No. :

7. Banker's Name, Address
& Account Number with
IFS Code.

8. Exact name of location/territory:
For which Marketing partnership is
applied

9. How much total annual
sales turnover can be
achieved?

10. Professional experience in handling Business in

Sr. No.	Category	No. of years
1	Seeds	
2	Fertilizers/Bio-fertilizer/Micronutrients/PGRs	
3	Pesticides/Bio-pesticides/PGRs	
4	Food/Fruit Processed Products	
5	Animal Feeds	
6	Agro Equipment's and Machineries	
7	Exports	
8	Dealing with Government and Government institutions	
9	Services	

11. Name of the other firms/institutions whose Marketing partnership is presently held

12. Any other relevant information :

Declaration

I/We have gone through the MAIDC's Business Developer Terms and Conditions and agree to abide by them. The above facts are true to the best of my/our knowledge & belief.

Name and Signature

(Authorized person in the case of firms) :

Seal

Place :

Date:

(ON COMPANY'S LETTER HEAD)

ANNEXURE-B

To,

The General Manager (F&A)
Maharashtra Agro-Industries Development Corporation Ltd.
'Krushi Udyog Bhavan', Dinkarrao Desai Marg, Arey Milk Colony,
Goregaon (E), Mumbai-400065

SUBJECT: UNDERTAKING OF NOT BLACK LISTED.

Date:

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have neither been blacklisted nor banned for participation in any EOI/tender/RFQ/ RFP etc. process by Government of India or by any Government Undertaking or any Autonomous body in India for marketing of any Agri Input and other product and services etc.

Thanking You

Yours faithfully

(ON YOUR COMPANY'S LETTER HEAD)

Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961

To,
M/s The MAIDC
'Krushi Udyog Bhavan', Dinkarrao Desai Marg,
Arey Milk Colony, Goregaon (E), Mumbai-400065

Dear Sir/Madam,

Subject: Declaration confirming filing of Income Tax Return for applicable years.

I, Ms/Mr/M/s. _____ in capacity of Self/Proprietor/Partner/Director of
_____ (Name of entity) having TMID_____, PAN
_____ (PAN of Entity) registered office/permanent address at
_____ do hereby
confirm that our income tax return filing status is as given under:

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed/Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 30000/- or more (Yes/No)

I/We hereby undertake to indemnify M/s the MAIDC for any claim/loss/liability/cause of action fully including any Tax, interest, penalty, etc. that may arise due to inaccurate/false/incorrect reporting of any of the above information.

For _____ (Name of Entity)

Signature: _____ Name of person: _____

Designation: _____ Place: _____

Date: _____