



**THE MAHARASHTRA AGRO-INDUSTRIES  
DEVELOPMENT CORPORATION LIMITED**

(A Govt. of Maharashtra Undertaking)  
(Registered under the Companies Act, 1956)  
CIN No.UO5000MH1965SGC013380



• Registered Office:  
Krushi Udyog Bhavan, Dinkarrao Desai  
Marg, Aarey Milk Colony, Goregaon (East),  
Mumbai 400 065.  
Telephone : 8888842336 / 8888842990  
E-mail : [fertdivmumbai@gmail.com](mailto:fertdivmumbai@gmail.com)

Ref.No. MAIDC/Fert/RFP/PG/2026-27/09

Date: 28/04/2026

**Request for Proposal (RFP) NOTICE**

To,  
M/s-----  
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**Sub: Invitation for Request for Proposal (RFP) from the Manufacturer / Traders to solicit interest for Outsourcing the production of Phospho Gypsum under the brand name “Krushi Udyog” for the supply of all destinations at Maharashtra State.**

Dear Sirs,

Online digitally Request for Proposal (RFP) from the Manufacturer / Traders to solicit interest for Outsourcing the production of Phospho Gypsum (FCO Standard) under the brand name “Krushi Udyog” for the supply of all destinations at Maharashtra State. **“Bidder should be agree to manufacturing and supplying Phospho Gypsum in 50 kg packing** (Grades notified by the Maharashtra State and FCO Standard).

**Background:-**

**About The MAIDC Ltd. a Government of Maharashtra Undertaking.**

The MAIDC LTD. is engaged in the fertilizer business since 1965. It is having six Granulated Mixed Fertilizer manufacturing units situated at various locations of Maharashtra and also gets its production outsourced from three other Bidders in Maharashtra. The MAIDC Ltd. is having about 50% market share of Granulated Mixed Fertilizers in Maharashtra under the brand name “Krushi Udyog”. This brand name has established goodwill in the farmers since last 60 years.

**Need for the Request for Proposal and rate quotation for the production and supply of Phospho Gypsum (FCO Standard) under Krushi Udyog.**

The MAIDC Ltd intends to outsource the production of Phospho Gypsum (FCO Standard) under the brand name “**Krushi Udyog**” in 50 Kg PP Bag, we require approximately 15000 to 20000 Mts per year (depends upon market situation quantity may vary) for various destinations at Maharashtra.

1) **FCO Guideline:** The supplies shall be governed as per guidelines issued by the Fertilizer (Control) Order 1985 & its amendment from time to time.

2) **TECHNICAL SPECIFICATION (FCO Standard):**

- ❖ The product specification as per given below:
  - **Product Name: Phospho Gypsum**

- **Grade:** Agricultural / Fertilizer Grade
- **Use:** Agricultural Phospho Gypsum

<b>Product</b>	<b>Specifications</b>	<b>Content</b>
<b>Phospho Gypsum</b>	Moisture per cent, by weight, maximum	15.0
	Sodium content (as Na) per cent by weight, maximum (on dry basis)	0.75
	Sulphur (as S) per cent by weight, minimum	13.0
	Calcium Sulphate dihydrate content, per cent by weight minimum	70.0
	Flouride (as F) per cent by weight, maximum	1.0
	Heavy metal content (as mg per kg) maximum	
	Lead (as Pb)	100.0
	Cadmium (as Cd)	5.0
	Chromium (as Cr)	50.0
	Nickel (as Ni)	50.0
	Arsenic (as As <sub>2</sub> O <sub>3</sub> )	10.0
	Mercury (as Hg)	0.15
	Particle size – The material shall pass through 2 mm IS sieve and 50 percent of it shall pass through 0.25 mm IS Sieve (60 mesh)	

**Note:** The material must comply with the **Fertilizer Control Order (FCO), Govt. of India**

- 3) **PLANT CAPACITY AND PRESENT STATUS:-** The plant capacity and the present status details along with the available infrastructure to be submitted in the format given as **Annexure "A"** and copies to be uploaded in the technical bid documents. Company's details to be uploaded in **Annexure "B"**.
- 4) **PAYMENT TERMS:-**  
**Payment terms within 90 days credit.** The payment will be released within 90 days only after confirmation of material receipt and payment collection certificate (PCC) from our regional offices.
- 5) **DELIVERY SCHEDULE:** Delivery schedule shall be given after placement of purchase order as per requirement through delivery instruction by the MAIDC Ltd, Head Office from time to time.
- 6) **RATE:** The rate should be on **FOR Destination basis**. Rate specified in the tender should be inclusive of **Packing Material, Transport Insurance, Loading and Unloading of materials etc., and exclusive of GST** (it should be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply, any other taxes, duties, levies but whatever name called imposed and leviable on the material sold in pursuance of this contract will be borne by the tenderer.

- 7) **TENDER FEE**: RFP document fees **Rs. 10,300/-** (Rs. Ten Thousand Three Hundred Only) shall be paid through online payment gateway only through net banking. Tender Fee Exemption will be applicable for MSME registered bidders, subject to submission of valid supporting documents and as per the tender conditions.
- 8) **EARNEST MONEY DEPOSIT**: Appropriate amount mentioned below of EMD paid online only. Earnest Money Deposit to be paid with this tender is **Rs. 1,10,300/- (Rs. One lakh ten thousand three hundred only)**. EMD exemption will be applicable for MSME registered bidders, subject to submission of valid supporting documents and as per the tender conditions.
- 9) **The RFP shall be submitted Online with Technical Bid (A) & Financial Bid- 'B' (BOQ).**

10) **QUALITY ASPECT :-**

The production and quality norms will be strictly as per F.C.O. standard (As amended time to time) 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”(Point No. – 15 to 18)**

11) **LEGAL ASPECTS :-**

The successful manufacturer / traders will have to execute an agreement regarding the terms and conditions governing the outsourcing on the non-judicial bond paper (Rs.500/-). The interested manufacturer / traders submitting their proposals for Interest of supplying the Phospho Gypsum in Krushi Udyog Brand for the contract period of **May 2026 to April 2028** and may extend for one year with mutual acceptance if desired so by the MAIDC. Ltd

12) **Acknowledgement of Understanding of Terms:-**

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

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

The RFP document along with the Terms & Conditions can be downloaded from the E-Tendering portal <https://mahatenders.gov.in> by paying online RFP fees Rs. 10,300/- (Rupees Ten Thousand Three Hundred only) inclusive of taxes (non-refundable). The payment can be remitted through net banking only.

The Successful Bidders will have to pay online, the Earnest Money Deposit of Rs.1,10,300/- (Rupees One Lakh Ten Thousand Three Hundred only) by way of net banking at the time of bid preparation. Earnest Money Deposit of successful manufacturer will be converted into Security Deposit Total security deposit will be of 3% of Invoice value. It shall be deducted from each Invoices for the same Financial Year, after completion of F.Y Security Deposit will be released to bidder. For details, please refer Terms and Conditions. (Annexure” D”)

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

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

❖ **TECHNICAL BID - Envelope 'A'** : Technical Bid shall contain following documents: -

1. Copy of MSME / SME Certificate for Document Fees & EMD Exemption, if any.
2. Copy of Dealers Registration Certificate (DRC) issued by COA Pune.
3. Production of Phospho Gypsum for last year should be minimum 5000 Mts.
4. GST registration certificate.
5. Minimum Turnover of F.Y. 2025-26 should be 1 Crore.
6. Annexure 'A' on the bidder's letterhead. (Plant & Godown Information)
7. Annexure 'B' on the bidder's letterhead. (Company Information)
8. Annexure 'C' on the bidder's letterhead. (Undertaking for not been blacklisted)
9. Annexure 'D' the General terms and conditions with seal and signature

❖ **FINANCIAL BID: Envelope 'B' should be submitted online only (BOQ):**

- **RATE:** Rate should be on **FOR Destination basis. Rate specified in the tender should be inclusive of Packing Material, Transport Insurance, Loading and Unloading of materials etc., and exclusive of GST** (it should be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply. Any other taxes, duties, levies but whatever name called imposed and leviable on the material sold in pursuance of this contract will be borne by the tenderer.
- Bidders are requested to quote the rates in figures as well as in words.
- Envelope 'A' shall be opened first & envelope 'B' shall be opened only if the contents of envelope 'A' are satisfactory as per requirement then only the bidder will be shortlisted to open the commercial bid.
- Technically incomplete bid offers shall be disqualified.
- 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.
- Tender offer will be opened as per the schedule mentioned in the E - Tender Notice.

❖ **TENDER OPENING:**

- The Technical Bid will be opened at **2.05 pm on 20/05/2026** the same day in presence of Tender Committee members of the MAIDC Ltd.

13) **PRE-BID MEETING SCHEDULE:** There shall be Prebid meeting on **06/05/2026** at **11 am morning** at our Head Office, Goregaon (E), Mumbai-65.

**PRE-BID QUERIES**

<b>Name of the Bidder:</b>					
<b>Department Name:</b> The Maharashtra Agro Industries Development Corporation Ltd, Goregaon Pin - 400065					
<b>Tender Ref No.:</b>					
<b>Tender Name:</b>					
<b>Due Date: 06/05/2026</b>					
<b>Sr. No.</b>	<b>Bid document pg. no.</b>	<b>Bid document clause no.</b>	<b>Clause title</b>	<b>Bidders Queries</b>	<b>Justification by MAIDC</b>
1					

2					
3					
4					
5					

**Note:** Any Addendums/corrigendum (Amendment/Corrections) in the dates and tender notice shall be uploaded on the E-tendering Web Portal <https://mahatenders.gov.in>

**14) BID SCHEDULE:**

Sr. No.	Particular	Date	Time
1	Released of RFP	28/04/2026	2.05 PM
2	Pre-Bid Meeting	06/05/2026	11.00 AM
3	Bid preparation, Submission and Closing	18/05/2026	2.05 PM
4	Technical Bid Opening	20/05/2026	2.05 PM
5	Commercial Bid Opening	22/05/2026	3.00 PM

**❖ CONTACT DETAILS :**

- 1) Mr. Kishor G Rathod (Fert-Procurement)  
Contact No – 8888842290
- 2) Mr. Mahendra.D. Dhande, Dy.Gen.Manager (Fert.)  
Contact No - 8888842336

**❖ CONTACT ADDRESS :**

Fertilizer Division, 2<sup>nd</sup> floor, The Maharashtra Agro Industries Development Corporation Ltd. Krushi Udyog Bhavan, Dr. Dinkarrao Desai Marg, Aarey Milk Colony, Goregaon (E), Mumbai-65

Sd/-  
(Mahendra Dhande)  
Dy.G.M (Fert.)

**Note:**

1. Website: <https://mahatenders.gov.in>
2. Fertilizer E-mail ID [fertdivmumbai@gmail.com](mailto:fertdivmumbai@gmail.com)
3. 24x7 Helpdesk Toll free no.: 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787. (NIC)
4. Mail ID for Technical Queries: [supporteproc@nic.in](mailto:supporteproc@nic.in)
5. For more help: Bidders should refer the "Bidder Manual Kit", "Help for Contractors", "Information about DSC" and "Frequently Asked Questions" on website.
6. The format of company information & RFP format should be filled completely in all respects.

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**REGD.OFFICE:** Krushi Udyog Bhavan, Dinkarrao Desai Marg, Aarey MAIDC Colony, Goregaon (East), Mumbai 400 065.

\*To be print on bidder's letter head\*

ANNEXURE "A"		
1	Name of the Unit	
2	Plant Capacity	
3	Location	
4	Date of commencement of factory	
5	State Pollution Control Board Consent to Operate and Date of Validity	
6	Copy of DRC (Dealer Registration Certificate)	
7	GST Number	
8	Details of pending legal matters (related with Factory)	
9	Godown	
10	Office Building Area	
11	Manpower a) Operational Staff b) Ministerial Staff c) Officers / Supervisions d) Contract Labours / Mathadi Workers	
12	Weigh Bridge Capacity	
13	Production of last Year	

Signature of Authorized Signatory of the bidder

Date:

Place:

Seal of the Bidder:

\*To be print on bidder's letter head\*

**Proforma – I (Annexure – “B”)**  
**Format of company information**

Name of the company	
Registered Office Address	
Address of Correspondence	
Name of the Authorized signatory	
Designation of Authorized signatory	
Mobile number of Authorized signatory	
Name of the other contact person	
Designation of the other contact person	
Mobile no of the other contact person	
Land line nos. of the other contact person	
E-mail address of the company	
GST Registration Number	
Pan number of the company	
Bank details of the company for Payment through NEFT/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,  
Dy.Gen.Manager (Fert)  
The Maharashtra Agro Industries Development Corporation Ltd.  
Krushi Udyog Bhavan, Dr.Dinkar Desai Marg,  
Aarey Colony, Goregaon (E), Mumbai – 400 065.

**Subject:** Self Declaration of not been blacklisted in response to the production of **Phospho Gypsum** Fertilizers with any State or Central Govt. of India or their undertaking.

**Ref** : MAIDC/Fert/RFP /PG/2026-27/09 Dtd.28/04/2026

Dear Sir,

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

Place:

Authorized Signatory's Signature:

Date:

Name and Designation:

Bidder's Company Seal:

**ANNEXURE “D”**

**The Maharashtra Agro Industries Development Corporation Ltd.**  
**Krushudyog Bhavan Aarey, MAIDC Ltd Colony, Dinkarrao**  
**Desai Marg, Goregaon (East), Mumbai 400065.**

**General Terms and Conditions for Invitation for Outsourcing the Production of Phospho Gypsum (FCO Standard) under the Brand “Krushu Udyog” for the supply of various destinations at Maharashtra State.**

1. Online digitally RFP are invited for outsourcing the production of **Phospho Gypsum (FCO Standard)** in KRUSHI UDYOG brand on FOR basis.
2. Terms and conditions hereinafter shall be binding on the Bidder. These terms and conditions shall come into effect immediately after the Bidder submits it's RFP along with Earnest Money Deposit to **THE MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.** at Mumbai office address.
3. **DEFINATION & INTERPRETATION:**
  - a) **“Acceptance of RFP”** means the letter or memorandum communicating to the Bidder for acceptance of this RFP.
  - b) **“Contract”** means invitation to RFP, instructions to Bidders, acceptance of RFP, particulars and the general and special conditions specified, in the acceptance of RFP that includes repeat orders which has been accepted or acted upon by the Bidder.
  - c) **“Bidder”** means the person/firm/company with whom the contract is made and includes its legal heirs, executers, administrators or successors and permitted assigns, as the case may be.
  - d) **“Buyer”** means any person who is authorized by Managing Director, Maharashtra Agro Industries Development Corporation Ltd to deal with the Bidder.
  - e) **“Bidder”** means the bidder participated in this RFP and eligible for supply.
  - f) **“Managing Director”** means The Managing Director of Maharashtra Agro Industries Development Corporation Ltd.
  - g) **“Officer”** means any person who is authorized by Managing Director of Maharashtra Agro Industries Development Corporation Ltd. to deal with the Bidder.
  - h) **“Material”** means all items mentioned in the purchase order/memorandum communicating the acceptance of RFP.
4. **RIGHT OF ACCEPTANCE/REJECTION OF OFFERS:**

The 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. The terms and conditions as embody 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, The MAIDC Ltd.
5. **PERIOD OF CONTRACT:**

The Contract period is proposed to be for the period **May 2026 to April 2028** which may be further extended for next one year if desired so by The MAIDC Ltd.

6. Processing/ Manufacturing of Krushi Udyog brand **Phospho Gypsum** fertilizers shall be strictly as per FCO specifications and it will be the sole responsibility of the Manufacturing to maintain the prescribed quality standards (As amended time to time).
7. **RATE**: The rate should be on **FOR Destination** basis. Rate specified in the tender should be inclusive of Packing Material, Transport Insurance, Loading and Unloading of materials etc., and exclusive of GST (it should be mentioned separately) but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the supply, any other taxes, duties, levies but whatever name called imposed and leviable on the material sold in pursuance of this contract will be borne by the tenderer.
- a) The rate quoted by the bidder should be **FOR** basis at all destination of Maharashtra State.
  - b) TDS (Tax Deducted at Source) on all the payments of processing charges will be deducted as per the prevailing rules.
  - c) All related records i.e. maintenance of daily receipt, production, dispatches etc. will be bidder's responsibility. The MAIDC Ltd. will have right to maintain their own record or verify the manufacturer record at any moment.
  - d) The Bidder shall quote the FOR rates in given (BOQ) format online.
  - e) **Invoice**- The Bidder shall submit commercial tax Invoice in triplicate indicating tax separately to the Fertilizer Division H.O. Mumbai.  
Mentioning GST NO **27AAACT1546M1Z5**.
  - f) **The Artwork of the bags shall be provided by the MAIDC Ltd.**

8. **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE BIDDER:**

- a) The Bidder shall disclose the nature, constitution and registration of the Bidding firm and the bid shall be signed by a person or persons duly authorized to do so by means of legally valid documents which or a duly certified copy of the same shall be enclosed with the Bid.

**OR**

- b) A person signing the Bid or any documents in respect of the contract on behalf of the Bidder without disclosing its authority to do so shall be deemed to warrant that it has authority to binding on behalf of the Bidder.
- c) If it is discovered at any stage and time of this RFP that the person who is signing had no authority to do so, the Managing Director/ or an officer authorized may, without prejudice to any other right to remedy of the Buyer, cancel/reject the contract in part or full and or purchase the material at the risk and cost of such a person and hold such person liable to the Buyer for all costs and damages arising from the cancellation of the contract, including any loss which the Buyer may sustain on account of such Bidder.

9. **Allotment of Contract (AoC) :-**

- a) Address of the Bidder and notice and communications of allotment of contract (AoC) shall be sent unless the Bidder has noticed the change by separate letter containing no other communication and sent by Registered Post acknowledgement to the Managing Director or to the authorized officer of the MAIDC Ltd.
- b) The Bidder shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- c) Any communication and notice on behalf of the Buyer, in relation to the contract may be issued to the Bidder by the MAIDC Ltd and all such communication and notices may be served on the Bidder either by E-mail or any other electronic communications or

registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer or Managing Director of the MAIDC Ltd.

10. **AUTHORITY OF THE MANAGING DIRECTOR / OFFICER :**

For all the purposes of the contract including arbitration proceeding therein, the Managing Director and/or authorized officer shall be entitled to exercise all the rights and powers of the Buyer.

11. **BID SCRUTINY :-**

- a) The Buyer shall scrutinize all the RFP offers received by it. The Bids shall be opened on the day and time fixed above schedule. The Bidder or its authorized representative shall be at liberty to remain present at the time of opening Bids.
- b) After scrutinizing the Bids, it shall be the right of the Buyer either to accept one or more Bids and/or to reject any one or all the Bids.

The Buyer shall not be bound to disclose any reason either for acceptance or rejection of Bid. **No correspondence/communication/compensation claim in this respect from Bidders shall be entertained by the MAIDC Ltd.**

12. **REJECTION OF BID:** Any Bid,

- a) Which varies from RFP terms & conditions or stipulate counter conditions

**OR**

- b) Which fails to provide required information or is otherwise incomplete.

**OR**

- c) Which is received from the Bidder/its partner having implicit or explicit relations with the employee of the Buyer is liable to be rejected.

13. **INSURANCE:** Whenever rate accepted FOR of the material the manufacturer shall be fully responsible for the breakages/damages and/or losses of the material during the transit. Insurance charges for the material shall be borne by the manufacturer.

14. **QUALITY ASPECT:**

Manufacturer should have well-equipped laboratory for testing of raw material and finished product as per the procedure laid by F.C.O. The raw material and finished product will be analyzed batch-wise on daily basis by the Manufacturer's chemist and the reports will have to be submitted to The MAIDC Ltd. daily. Samples drawn and preserved will be the property of The MAIDC Ltd. In case of any sample failure in (Sub standard / Non FCO grades) sample drawn by any component authority, manufacture will be solely responsible for any legal issue and The MAIDC Ltd has all rights to impose penalty as described in penalty clause. For this, the bidder will have to give undertaking on Judicial Stamp paper to The MAIDC Ltd.

15. **SAMPLING OF MATERIAL:**

The MAIDC Ltd. will have of all rights to draw samples randomly from any batch for quality purpose.

16. **TECHNICAL SPECIFICATION (FCO Standard):**

- ❖ The product specification as per given below:

- **Product Name: Phospho Gypsum**
- **Grade: Agricultural / Fertilizer Grade**
- **Use: Agricultural (Phospho Gypsum)**

<b>Product</b>	<b>Specifications</b>	<b>Content</b>
<b>Phospho Gypsum</b>	Moisture per cent, by weight, maximum	15.0
	Sodium content (as Na) per cent by weight, maximum (on dry basis)	0.75
	Sulphur (as S) per cent by weight, minimum	13.0
	Calcium Sulphate dihydrate content, per cent by weight minimum	70.0
	Flouride (as F) per cent by weight, maximum	1.0
	Heavy metal content (as mg per kg) maximum	
	Lead (as Pb)	100.0
	Cadmium (as Cd)	5.0
	Chromium (as Cr)	50.0
	Nickel (as Ni)	50.0
	Arsenic (as As <sub>2</sub> O <sub>3</sub> )	10.0
	Mercury (as Hg)	0.15
	Particle size – The material shall pass through 2 mm IS sieve and 50 percent of it shall pass through 0.25 mm IS Sieve (60 mesh)	

**Note:** The material must comply with the **Fertilizer Control Order (FCO), Govt. of India**

**17. PENTALTY CLAUSE:**

In case of any quality issue or non-compliance with the quality standards as per FCO, the following penalties shall be applicable:

- For the first instance, the manufacturer shall be charged a penalty equal to **10% of the invoice value** of the respective lot.
- For the second and subsequent instances, the manufacturer shall be charged a penalty equal to **20% of the invoice value** of the respective lot.

Further, **any rejected material shall be replaced by the bidder at their own cost and risk**, within the stipulated time, failing which additional action as deemed appropriate may be taken.

**18. PRICES ESCALATION**

The price of the main raw materials i.e Phospho Gypsum, prevailing on the date of agreement shall be considered as the base price. Any increase or decrease of up to 10% in the price of these raw materials shall result in a corresponding increase or decrease in the price of the finished product.

19. **REPROCESSING:**

In case the finished product is not as per the specifications, The MAIDC Ltd shall order for re-processing the same at the cost of the Manufacturer and ensure that it complies with the specifications laid by F.C.O. This shall be without prejudice to The MAIDC Ltd other legal rights.

20. The finished product bag should have exact net weight of 50 kg. In case of any complaint /fine penalty or any liability arises from market (Legal Meteorology dept. or may other competent authority) it will be the sole responsibility of the Manufacturer and any loss incurred to The MAIDC Ltd will be recovered from manufacturer.

21. **SUPERVISION:**

The MAIDC Ltd. shall depute Personnel at their cost to supervise the production randomly/Time to Time 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. The MAIDC Ltd. shall have right to inspect finished products which belongs to The MAIDC Ltd. and Manufacturer will render all necessary assistance and co-operation to The MAIDC Ltd.

22. **LICENSES & STATUTORY COMPLIANCES**

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

23. **GODOWNS:**

Manufacturer should have sufficient storage facility for storage of sufficient raw material as well as finished material. The MAIDC Ltd. will not bear/pay godown rent in any case.

24. **SECURITY DEPOSIT:**

- a) The Successful Bidders will have to pay online, the Earnest Money Deposit of Rs.1,10,300/- (Rupees One lakh ten thousand three hundred only) by way of net banking at the time of bid preparation. Earnest Money Deposit of successful manufacturer will be converted into Security Deposit. Total security deposit will be of 3% of Invoice value. It shall be deducted from each Invoices for the same Financial Year, after completion of F.Y Security Deposit will be released to bidder. For details, please refer Terms and Conditions.
- b) If the Manufacturer fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for The MAIDC Ltd. to forfeit either in whole or in part the Security Deposit deposited by the Manufacturer. Same as aforesaid if the Manufacturer duly perform and complete the contract in all respect and presents a certificate of satisfactory completion of contract issued by The MAIDC Ltd.,

The MAIDC Ltd. shall refund the Security Deposit to the Manufacturer after deduction of all cost and other expenses that The MAIDC Ltd. may have incurred and all dues and other moneys including of losses and damages which the purchaser is entitled to recover from the Manufacturer.

25. **VALIDITY OF BID:**

**The rates offered by the Bidder shall be valid for acceptance for minimum of 90 days from the date of opening of the Bid.**

26. **PAYMENTS TERMS:**

Payment terms 90 days credit. The payment will be released within 90 days only after confirmation of material receipt and PCC (Payment Collection Certificate) from our region offices.

27. **RISK & COST:**

- a) The submission of online Bid along with the Terms & Conditions duly signed and sealed by the Bidder shall be deemed as acceptance of the Terms & Conditions by the Bidder.
- b) Once the rates offered by the Bidder are accepted by the Buyer and that if the Bidder backs out after submission of Bid and/or acceptance of Bid, the Buyer shall have right to purchase the material at the risk & cost of the Bidder from anywhere in the market.
- c) Bidder is liable to pay losses or damages or costs incurred by the **Maharashtra Agro Industries Development Corporation Ltd.** in such transactions.
- d) The MAIDC Ltd reserves the right to blacklist to the bidder in future participation in the Bids or any other tenders published by the MAIDC Ltd, in case of non-supply of indented quantity and or substandard quality and dimension of specifications of supply.

28. **TAXES:**

- a) The Bidder shall indicate in detail the taxes applicable, (percentage of applicable taxes may please be mentioned in the Bid) the requirement of submission of various forms under the GST Act. (Refer the 22 September 2025 Guidelines and amended)
- b) The bidder shall also quote GST registration number on its tax invoice.
- c) All invoices shall have noted tax elements separately e.g., Basic rate + GST OR any taxes, etc.

29. **PACKING & FORWARDING:**

The packing & forwarding charges are to be borne by the Bidder only.

30. **DELIVERY & DELIVERY SCHEDULE:**

Bidder shall deliver the material at the addresses mentioned above by the Buyer.

- a) The Buyer after placing purchase order shall issue the delivery instructions, indicating dates, quantity, and type of material to be delivered as per requirement from time to time.
- b) The Bidder shall be bound to affect the deliveries strictly in according with dates, time and specifications and other instructions mentioned therein.
- c) The Buyer shall have right to make alternations / modifications in the delivery schedule from time to time and as per requirement.

- d) That if the Bidder, fails to deliver the material or any part thereof within the period fixed for such a delivery, the Buyer may, without prejudice to the right of the bidder, recover damages, losses, costs for breach of terms of contract at Buyer's sole discretion.

31. **WEIGHMENTS/ SAMPLING:**

- a. Rejected quantities shall not be considered for acceptance on any ground or any reasons whatsoever by the bidder.
- b. Contract shall be declared fulfilled, if the quantity delivered is 5% more or less than the quantity contracted in a purchase order. Buyer may allow such variation at its own discretion.
- c. The goods shall be inspected at Buyer's option either at Buyer's factory or at Bidder's factory before dispatches or deliveries.
- d. The MAIDC Ltd, reserves the right to appoint an inspection Agency for reshipment during the period of a contract.
- e. The inspection charges for respective inspection agency shall have to be borne by the Bidder only.
- f. Random samples shall be drawn by the MAIDC Ltd for the goods delivered at MAIDC's Dealer or any of the destinations.
- g. Samples such drawn shall be final (i) Samples drawn shall be tested at the MAIDC laboratory or laboratories approved by the MAIDC Ltd or Govt. Laboratories and the results shall be communicated to the bidder within reasonable period from the date of receipt of material. (ii) In case of dispute regarding the quality of the material, joint sampling & testing may be done in the presence of bidder's representative. Joint report may be accepted for all purpose. Bidder shall send its representative for joint testing and intimation by the MAIDC Ltd from the date of receipt of test report, otherwise the MAIDC's report shall be considered as accepted to bidder without any reason whatsoever.

32. **REJECTION OF SUPPLIES:**

- a) The material supplied if not conforming to the quality specifications and all other parameter shall be rejected by the MAIDC Ltd., at its sole discretion.
- b) If any material is rejected by the MAIDC Ltd., then at its sole discretion shall exercise any one or more than one of the following.
- 1) To permits the Bidder for replacing material of right specifications without any further cost to the MAIDC Ltd., within specified time or:
  - 2) Buy the entire supply consignment or part quantity of material rejected or any other material for similar purpose at the risk and cost of the Bidder without affecting Bidder's liability as regards supply of balance consignment, due under the period of contract.
  - 3) Consignment rejected as aforesaid, must be lifted by the Bidder within 15 days from the date of communication of rejection by the MAIDC Ltd, against replacement of equal quantity, and such rejected material shall lie at the Bidder's risk and cost from the time of such rejection and if not lifted within the aforementioned time, the MAIDC Ltd shall have the rights as below.

- 3.1 Either to return the rejected material on freight to pay basis, or,
- 3.2 To dispose of such material at Bidder's risk and cost, or:
- 3.3 To retain such portion of the material as may be necessary to recover any loss or additional expenses incurred by the MAIDC Ltd in reference with such sale or adjust the material against ones from the bidder.
- 3.4 The rejected goods if not lifted by the bidder within 15 days from the date of intimation, shall incur storage charges per MT per day plus loading, unloading charges extra at applicable rates from time to time.
- 3.5 The MAIDC Ltd shall be at liberty to dispose of or to destroy the rejected goods, if not lifted within 15 days at risk and cost of Bidder.
- 3.6 If the supply is consistently of poor quality, the balance quantity of purchase order may be cancelled and the Bidder may be debarred/ or blacklisted from the participation of any future Bids of the MAIDC Ltd or any other tenders of the buyer.
- 3.7 **It is sole discretionary right of the Buyer to blacklist the Bidder at any time, if material supplied fails to supply within time limit and comply quality parameters / specification / norms / composition/ Standards, etc. at any stage of or any time of supply.**

### **33. TERMINATION FOR CONVENIENCE:**

The Corporation reserves the right to terminate the contract, in whole or in part, at any time for its convenience, by giving 30 days' written notice to the successful bidder / vendor, without assigning any reason. In such an event, the bidder shall be entitled to payment for the work satisfactorily performed up to the date of termination.

### **34. WITHHOLDING OF LIEN IN RESPECT OF SUMS CLAIMED:**

- a) Whenever any claim or claims for payment of sum of amount arise out of or under the contract against the Bidder, the Buyer shall be entitled to withhold also for a lien to retain a sum or sums in whole or in part from the pending bills and 'Security Deposit' of the Bidder for the aforesaid purpose.
- b) The Buyer shall be entitled to withhold said pending bills and Security Deposit and also for a lien over the sum pending finalization or adjudication of any such claim.
- c) In the event of pending bills and Security Deposit being insufficient to cover the claim amount or amounts or if no pending bills and Security Deposit are there from the Bidder, Buyer shall be entitled to withhold and have a lien to retain to the extent of such a claim amount or from any sum of amount referred to be found payable or which at any time thereafter may become payable to the Bidder under this contract or any other contract with the Buyer.
- d) It is an agreed terms of the contract against the sum of amount or amounts so withheld or retired under the lien referred to above, by the Buyer, till the claim arising out of or under the contract is determined by the arbitrator or competent court as prescribed hereafter, the Bidder shall have no claim interest or damages whatsoever or any action in respect of such withholding or retention under the lien referred to and duly notified as such to the Bidder, for the purpose of this clause whether the Bidder is partnership firm or limited

company, the Buyer shall be entitled to withhold and also have lien to retain towards such a claim amount or amounts in hold or in part from any sum found payable to any partner limited company as the case may be whether in individual capacity or otherwise.

**35. Indemnity: -**

- a) The Bidder shall agree that it shall indemnify and hold Buyer harmless at all times from and against all claims, demands, damages, costs, actions, suits and proceedings of whatsoever nature made, which Buyer may suffer or incur and which arise out of the Bidder's breach of any Terms & Conditions of this contract or breach of any representations or warranties made by the Bidder or any liability incurred or claimed against Buyer by any person whatsoever with regard to quality specifications, characteristics of the material supplied under this contract or for any breach or alleged breach or infringement of any Intellectual Property Rights (IPR) of Buyer or of a third party howsoever and whatsoever or any other damage, cost etc. paid and any liability/damages/cost of expenses suffered by Buyer directly or indirectly as a result of arising out of the foregoing or breach or nonobservance.
- b) Without prejudice to the above, it shall also be specifically agreed by the Bidder that it shall indemnify Buyer against any loss suffered by the buyer on account of quality problems such as content deficiency, weight, moisture, water soluble contents etc. and all other liabilities including legal expenses arising out of non-confirmation of FCO specifications.

**36. LAWS GOVERNING THE CONTRACT:**

- a) This contract shall be governed by the laws of India for time being in force.
- b) Irrespective of the place of delivery, the performance or the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the Bid has been issued.

**37. JURISDICTION OF COURTS:**

The courts at Mumbai, Maharashtra shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**38. The Managing Director/Officer** may at any time by notice in writing similarly determine the contract without compensation to the Bidder in any of the following events i.e., to say:

- a) If the Bidder being an individual, or if a firm of any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or ordered to administration of its state made against it or shall take any proceedings for composition under any insolvency or for the time being in force or make any conveyance or assignment of its effects or enter into arrangement or composition with its creditors or suspend payments or if the firm is solved under the partnership act.

**OR**

- b) If the Bidder being a company is wound up voluntarily or by the order of Bidder receiver, liquidator or manager or behalf of the debenture holder is appointed or circumstances shall have arisen which entitled the court or debenture holder to appoint receiver, liquidator or manager.

- c) If the Bidder commits any breach of the terms of the contract not herein specifically provided. For provided always that such determination shall not prejudice any right of action or remedy which shall have approved or shall approve thereafter to the Buyer and provided also the Bidder liable to any, the Buyer for any extra expenditure has thereby put and the Bidder shall under no circumstances be entitled to any gain on Buyer's purchase.

39. **FORCE MAJEURE:**

- a. The Bidder and the Buyer shall not be responsible for delay and/or breach of performance on account of force majeure conditions if and to the extent caused by matters beyond the reasonable control of the parties but not limited to the acts of God, acts of Govt. authority, strikes, lockouts/lockdown, trade disputes or concerned acts of workmen lasting over fifteen (15) days, fires, floods, severe draughts, earthquake, explosion, riots, war break down, epidemic or pandemic or quarantine etc.
- b. However, the party affected by such force majeure situation shall intimate the other party forthwith.
- c. In the event to supply the required quantity on account of labor problems or situation arising out of force majeure condition, intimation in writing given to Buyer by the Bidder, and on such intimation the liability to supply under this contract shall cease until such problem or circumstances prevailed.
- d. If labor problems persist for more than two (2) months and the Bidder is unable to fulfill its obligations, Buyer shall have option to terminate this contract by giving written notice to this effect.

40. **ARBITRATION:**

- a. In the event of any dispute or differences arising out or relating to, under or in respect of this contract, the same shall be referred at the written request of either party to a sole arbitrator to be appointed by mutually approved arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the Rules, if any, made there under and any statutory modifications or re-enactment thereof.
- b. The venue of arbitration proceedings shall be at Mumbai.
- c. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties.
- d. If at any point, proceeding, during or after the currency of the present contract, it is found that the concerned bidder has tried/or approached any of the officials of the MAIDC Ltd to influence outcome of the Bid, the bidder concerned shall be summarily debarred/blacklisted from any further dealings with the MAIDC Ltd.

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We acknowledge that we have read and understand all the terms and conditions of the Bid and hereby confirm that the same are accepted and binding on us.

Authorized Signature of Bidder with seal

**Note: - The Bidder shall sign and place seal on each page before uploading the documents.**