



## **INVITATION TO OFFER EXPRESSION OF INTEREST (EOI)**

**For Appointment of Principal distributors & Sub Distributors for  
sub-sale of fertilizers, compost, seeds, insecticides, pesticides and  
agricultural inputs.**

**23 May 2025**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD.  
(MAHAPREIT),**

A Govt. of Maharashtra Undertaking  
Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai  
400051.

<https://mahapreit.in>

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD(MAHAPREIT)**

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**SECTION-1**  
**DETAILED INVITATION TO OFFER NOTICE**

**MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.**

**EOI No.: - MAHAPREIT/EOI/Fertilizer/EOI-3/25.**

Bid for below-mentioned work is invited by the CGM Sustainability on behalf of MAHAPREIT, Mumbai from the prospective, reputed, experienced, and technically sound parties for Empanelment and appointment of Wholesale distributor or dealers for sale of straight and complex fertilizers, organic, chemical and bio fertilizer, compost, seeds, Insecticides, Pesticides and agricultural inputs procured by MAHAPREIT from various registered manufacturers based in India or outside. Please be noted that after conclusion of EOI, An RFP will be processed from the qualified Agencies based on EOI.

The time schedule for various bidding phases is given in the detailed EOI notice, which is also available on the website as part of the bid document.

Sr. No	Name of work	EMD Amount (Rs)	Registration Cost	Empanelment period	EOI Document Cost (Rs.)
1	Appointment of Principal distributors and Sub Distributors for sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.	NA	2500/- +GST	10years	2,500/- +GST

EOI document is available on website <https://mahapreit.in/> from 23/05/2025 to 06/06/2025 online. EOI shall be accepted via mail to [cgm.sust@mahapreit.in](mailto:cgm.sust@mahapreit.in) and in a **hard bound form in sealed envelope addressed to CGM (Sustainability)**.

All bidders are hereby cautioned that the bid containing any deviation from the contractual terms and conditions, and other requirements and conditional EOI shall be rejected.

1. Validity Period: The bid of the bidder shall remain valid for 120 days from the date of opening of the EOI or maybe extended as per requirement.
2. If any assistance is required regarding EOI reach to CGM of MAHAPREIT.  
a [cgm.sust@mahapreit.in](mailto:cgm.sust@mahapreit.in)
3. All requisite information required for the submission of EOI is available on the above website.
4. All right is reserved by the Competent Authority to reject any or all EOI in full or in part of without assigning any reason or accept the bid beyond the validity period.

### Time Schedule for EOI

Sr. No	Particulars	Details
1	EOI No.	MAHAPREIT/EOI/Fertilizer/EOI-3/25.
2	Project name	EOI for appointment of Principal distributors & Sub Distributors for sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs in Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT).
3	Cost of EOI Document (Non-Refundable)	Rs. 2500/- +(18% GST) (Non-refundable)
4	Earnest Deposit Money (EMD) (Refundable)	NA (To be paid at the time of work allocation)
5	Registration Fees	2500/- + (18% GST)
6	Security Deposit	NA
7	Start Date for downloading the EOI	23/05/2025
8	Date and Time of Online/ Offline Prebid Meeting	28/05/2025
9	Last date of Submission of proposals in response to EOI	06/06/2025
10	Time and date of Opening of EOI	09/06/2025
11	Contact No. in case of any queries.	Contact No. 9820608727
12	Email ID for clarification of EOI	<a href="mailto:cgm.sust@mahapreit.in">cgm.sust@mahapreit.in</a>

These instructions to applicants are being issued for **appointment of Principal distributors & Sub Distributors for selling of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs**. The detailed scope of the work is provided in the Scope of Work Terms of Reference (TOR)

**CGM Sustainability**  
**MAHAPREIT**

## **SECTION-2**

### **General Information**

#### **2.1. DEFINITIONS:**

**2.1.1 MAHAPREIT-** MAHAPREIT shall mean Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (a Subsidiary Company of MPBCDC Ltd.). The Headquarter of the MAHAPREIT is in Mumbai.

#### **2.1.2 REGISTERED ADDRESS FOR COMMUNICATION**

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT),  
(A Subsidiary Company of MPBCDC Ltd)  
B-501Pinnacle Corporate Park, Next to Trade Center,  
Bandra Kurla Complex, Bandra East, Mumbai 400051.

#### **2.1.3 WEBSITE:**

Website means official web sites for information of EOI- <https://mahapreit.in/>

#### **2.1.4 CGM Sustainability**

CGM Sustainability shall mean Chief General Manager Sustainability of MAHAPREIT.

#### **2.1.5 COMPETENT AUTHORITY:**

Competent Authority shall mean the Managing Director of MAHAPREIT.

#### **2.1.6 CONTRACTOR:**

Contractor shall mean the firm or company or agency who enters into contract with the MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

#### **2.1.7 WORK:**

Work shall mean the work to be executed in accordance with the Scope of Work of Contract.

#### **2.2 EOI DATA AT A GLANCE:**

Sr No	Particular	Details
2.2.1	Name of work	<b>Empanelment and appointment of Principal Distributors &amp; Sub Distributor for wholesale or sub- dealer for selling of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.</b>
2.2.2	EOI Document Cost in Rs	<b>Rs. 2500/- + (18% GST) as applicable.</b>

2.2.3	Earnest money (EMD)	<b>NA</b>
2.2.4	Registration Fees	<b>2500/-</b> +(18% GST)
2.2.5	Mode of payment	EOI document cost amount shall be paid through Bank details mentioned in the <b>point 2.2.13</b>
2.2.6	Security Deposit	At the time of work allocation.
2.2.7	Mode of submission of bid	Bid should be submitted in a <b>hard bound form in sealed envelope addressed to CGM (Sustainability)</b> . Or by way of email to <a href="mailto:cgm.sust@mahapreit.in">cgm.sust@mahapreit.in</a>
2.2.8	Any addendum / corrigendum /cancellation	Any addendum/ corrigendum/ cancellation of above EOI will be published on the website <a href="https://mahapreit.in/">https://mahapreit.in/</a>
2.2.9	Bid Documents	<p>Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web site <a href="https://mahapreit.in/">https://mahapreit.in/</a></p> <p>And the set of terms and conditions of contract and other necessary documents can be seen on the web site till last date of sale and receipt of EOI.</p> <p>Interested Bidder may obtain further information at the website <a href="https://mahapreit.in/">https://mahapreit.in/</a></p>
2.2.10	Bid acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the date of opening of technical bid. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.
2.2.11	Other Details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web site <a href="https://mahapreit.in/">https://mahapreit.in/</a>
2.2.12	EOI Acceptance Authority	CGM Sustainability, MAHAPREIT

2.2.13	MAHAPREIT bank details	Bank Name	SBI
		Account Name	Mahatma Phule Renewable Energy and Infra
		Account No	42806014198
		IFSC:	SBIN0009995
		Branch Code:	9995
		MICR Code	400002133
		Branch Address	23, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001

### **SECTION - 3**

#### **INSTRUCTIONS TO BIDDERS**

##### **3.1 Information about the Corporation: -**

**3.1.1** Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT) - MAHAPREIT was set up in April 2021 to venture into RE and Green technology areas and infrastructure projects as fully owned subsidiary of MPBCDC and the Govt of Maharashtra has allowed to take up RE and Green energy, Infrastructure projects on Govt to Govt basis (G2G basis) vide GR dated 10th July 2023. Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families of SC communities in the State of Maharashtra. The ratio of shareholding between State and Central Government is 51:49 % respectively having authorized share capital of Rs. 1000 Crore.

**3.1.2** MAHAPREIT having objectives to establish and carry-on business of Generating, Trading, Operating, Leasing and Renting Renewable Power Projects, mainly but not limited to Solar Power Projects including Solar Parks along with sub-stations and transmission lines on ownership and/or build, own and transfer basis. Further objects are to establish and/or carry on business in relation to Decarbonization and energy efficiency, battery storage solutions, alternative fuel cell technology and climate change issues in accordance with Ministry of New and Renewable Energy (MNRE) schemes/policies or Ministry of Power or any such department of Govt of India (GoI) and its PSU/companies and Govt of Maharashtra (GoM) Energy dept's Renewable Energy Policy as amended from time to time and all incidental and allied activities required for such business.

##### **3.1.3 NAVYUG SCHEME**

**3.1.3.1** MAHAPREIT implements "NAVYUG SCHEME" to get the integrated, inclusive and comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of MPBCDC Limited as defined from time to time by Govt of Maharashtra.

**3.2** MAHAPREIT undertakes such projects under different verticals like –

**3.2.1** Renewable Energy with Solar Power, hybrid and RE centric Projects,

**3.2.2** RESCO model Energy saving Scheme for ULB & Govt Of Maharashtra agencies.

**3.2.3** Agro Processing Value Chain, Biofuels, Fertiliser trading and distribution of agricultural inputs.

**3.2.4** Affordable Housing, ARHS and schemes under MoUHA, GoI under EWS and PMAY,

**3.2.5** Highway and Infrastructure Projects,

**3.2.6** Environment and Climate Change,

**3.2.7** New and Emerging Technology Projects especially in Green Hydrogen, Futuristic Energy Integration Projects,

**3.2.8** Software Technology and Application-Based Services and CSR Projects.

##### **3.3 EOI Background: -**



Fertiliser is the key input for sustainable agriculture. In the Post Green Revolution period, more than 50% of additional foodgrains production has been contributed by the fertiliser alone. To ensure adequate availability of right quality of fertilizers at reasonable price to the farmers in the country, the 'Fertiliser' was declared as an Essential Commodity in March, 1957 and the Fertiliser Control Order (FCO) was promulgated by the Central Government under section 3 of the Essential Commodities Act (ECA), 1955 to regulate the trade, price, quality and distribution of Fertilisers in the Country. India is the third largest producer and consumer of fertilisers in the world after China and USA. It contributes to 12.1% of world production and 12.6% of world consumption but sustains 1/6 of world population. India is the second largest producer of Urea & DAP after China/ USA respectively.

MAHAPREIT intends trading of quality assured fertilizers to farmers. Further to curb the problem of low-quality control in fertilizer, which can be exploited by the unscrupulous elements. Certain fertilizers are more prone where adulteration/mixing of cheap foreign material having physical similarities is quite easily possible without detection by the ordinary means or where the inputs/ingredients can be easily manipulated for affecting the finished product to a lower quality which are called as Prone Fertilizers. MAHAPREIT further intends to increase association of working for FPO (Farmer producer organizations) and increase Women empowerment, hence it rallies for bidder who has relevant experience with farmers, and can strengthen women in rural economy by giving priority of quality fertilizer distribution to rural women groups and FPO association.

**Key Benefits:**

- (i) Quality assured agricultural inputs and fertilizers will be provided to farmers.
- (ii) Educating farmers on Identification of non-standard fertilizers. The non-standard sample in SSP is either due to this account or inadequate curing or use of the excess quantity of fillers and non-homogenous mixing
- (iii) Ensuring availability of essential, simple and complex fertilizers like Urea, DAP, MOP, MAP, organic compost throughout the crop cycle on a PAN India basis.
- (iv) Accelerating study and innovation on improving quality of fertilizers.
- (v) Understanding interest and consumers needs for laying roadmap for future manufacturing/ co-manufacturing, co-marketing of fertilizers under MAHAPREIT's brand.
- (vi) New job creation or scope for business expansion for FPO and women

**3.4 INFORMATION AND INSTRUCTIONS TO BIDDERS:**

- 3.4.1** Online EOI is invited by MAHAPREIT For **Appointment of Principal distributors & Sub Distributor for sub-sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.** MAHAPREIT in undertaking will buy fertilizers and various agricultural inputs from manufacturers and resale to authorized Principal distributors & Sub Distributors for sub- distribution (wholesale or retail) across India.
- 3.4.2** The Bidders should download the Main EOI Document from the website.  
<https://mahapreit.in/>
- 3.4.3** The Online forms of the master filter should be filled in completely and all questions should be answered. All information requested in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable". Only 'dash' reply will be treated as incomplete

information. All Bidders are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.

- 3.4.4** The Main EOI document shall be typed on bidder's letter head and the signed scanned copy shall be uploaded.
- 3.4.5** All the information must be filled in English language only.
- 3.4.6** Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how, and capability of the bidders) should be signed by the bidders.
- 3.4.7** The bidders are encouraged to attach any additional information, (Hard copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of the Main EOI document unless it is requested by **MAHAPREIT**.
- 3.4.8** The Main EOI document in prescribed forms as required in this booklet duly completed and signed should be upload along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.
- 3.4.9** The cost incurred by bidders in preparing this bid, in providing clarification or attending discussions, meetings, conferences in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

### **3.5 REVISION OR AMENDMENT OF EOI DOCUMENTS: -**

- 3.5.1** All Rights are reserved to revise or amend the EOI document released on website, prior to time specified in time schedule for main EOI preparation. Any further revisions, amendments or time extensions shall be communicated to all be displayed on website: <https://mahapreit.in/>
- 3.5.2** The amendment shall be part of the EOI Documents and will be notified by publication in the MAHAPREIT website will be binding on the prospective Bidders.
- 3.5.3** All the intending bidders are advised to keep a close watch on the website of MAHAPREIT in their own interest.

### **3.6 MANNER OF SUBMISSION OF EOI AND ITS ACCOMPANIMENTS:**

- 3.6.1** The detailed step by step procedure for submitting the Main EOI Documents, required EOI papers, payment of EOI fee and registration fees on the below mentioned Bank Account details.

Name of Bank: - SBI

Account No: -

42806014198

IFSC Code: - SBIN0009995

MICR Code : 400002133

Branch Code : 9995

1. Pay EOI document fee and the registration fees on above mentioned account details and provide the payment receipt.
2. Provide required documents mentioned in the Qualification Conditions.
3. Fill the mentioned Annexures.
4. Provide any additional documents which will give a weightage in technical qualification.
5. Put the serial number on every page and prepare Index of all bid document.
6. Submit the proposal in hard bound form addressing **CGM (Sustainability), B-501, Pinnacle Corporate Park, Next to Trade Center, BKC Bandra (East), Mumbai – 400051**

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: Name of the Project **“Appointment of Principal distributors & Sub Distributor for sub-sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.**

### **3.7 SUBMISSION OF PROPOSAL: -**

**3.7.1** The bidder shall submit the Proposal in hard bound with all pages numbered serially and by giving an index of submissions. Or through way of email to [cgm.sust@mahapreit.in](mailto:cgm.sust@mahapreit.in)

**3.7.2** The Proposal will be sealed in an outer envelope which will bear the address of MAHAPREIT Authority, and the name and address of the Agency. It shall bear on top, the following: "Do not open, except in presence of the Authorized Person of the Authority" If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

**3.7.3** The completed Proposal must be delivered on or before the specified time on Proposal Due Date.

### **3.8 CONFLICT OF INTEREST: -**

**3.8.1** The selected bidders should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.

**3.8.2** In view of the conflict of Interest, the Professional Bid Consultancy Services Firm having a relation in a Member of the MAHAPREIT shall be barred from applying to the said EOI.

### **3.9 Minimum Qualifying Conditions: -**

**3.9.1** 1.1 The Invitation for Bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act, or Joint Ventures (JV)/Consortium/ Tie up agreement between companies. The Bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in Eligibility & Experience Criteria. LLP registered by two or more partner companies will be considered as a registered Joint Venture. The LLP partners will be assessed in their joint and total capacity irrespective of their joint holding . Joint venture/Tie up/ Consortium which are not registered as LLP will be assessed in their joint and total capacity of the JV members irrespective of their share holding. Tie-up agreement includes collaboration or working arrangement between two or maximum three companies to work together to execute the work under this bid which includes associate, investments, royalty arrangement etc.

**3.9.2 1.2. Joint Venture (JV)/Consortium including companies having a tie up agreement to jointly work together:** Two or three Companies/Contractors may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture/Consortium details: Name of all Members of a JV/Consortium/ (not more than 3):

1. Lead Member (minimum participation share 50%)
2. Member (minimum participation share 20%)
3. Member (minimum participation share 20%)

Joint Venture/Consortium/ Tie up members must comply the following requirements:

- i. The JV/Consortium must bid with the name of the firm as appearing in the JV/Consortium agreement, whereas they may enroll in the name of the Lead Partner.
- ii. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the other relevant conditions of the individual member of the JV/Consortium/Tie up will be added together and the total criteria should not be less than as spelt out in qualifying/ Experience and Eligibility criteria as specified in tender Notice/ Bid document/ Experience and Eligibility Criteria.
- iii. Any change in the JV/Consortium character/ members after submission of the bid JV/Consortium will not be permitted.
- iv. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members.
- v. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the prequalification requirements, subject to no objection letter from the other JV partners.
- vi. The bid submission must include documentary evidence to the relationship between JV/Consortium/Tie up members in the form of JV/Consortium/Tie-up Agreement to legally bind all partners.
- vii. The lead partner (minimum holding 50%) shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members or through a valid Board resolution.
- viii. All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

- ix. The JV/Consortium must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV /Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.
- x. The contract agreement should be signed by each JV/Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV /Consortium.
- xi. The bid should be signed by the person submitting the bid, duly authorized by all the members of the JV /Consortium.
- xii. An entity/company can be a common member/company -in maximum two bids submitted by a JV /Consortium/Tie-up agreement. -
- xiii. The JV /Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xiv. The earnest money / bids security bank guarantee can be submitted by the Joint Venture/Consortium or one or more partners of the Joint Venture /Consortium.
- xv. The JV /Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected. If JV /Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the members of the JV /Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
- xvi. JV /Consortium/Tie up agreement shall be registered or atleast be notarized in accordance with law so as to be legally valid and binding on the members before making any payment. Note: If the work is awarded to a JV /Consortium firm, they will register the JV /Consortium agreement under Registration Act in accordance with law. Incase of Tie up, the agreement should atleast be notarized.
- xvii. JV/Consortium shall open a bank account in the name of JV/Consortium and all payments due to the JV/Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/Consortium or its members in its valid name at the time of execution of Agreement.

**3.9.3** If the interested buyer is a partnership firm, LLP or Joint venture or AOP then it is preferred that at least one of the firm partners or JV/ Consortium partner should hold license to either manufacture or sale of fertilizers under FCO in Maharashtra. In case of induvial company, it should primarily be licensed to manufacture or sale of fertilizers under FCO under Maharashtra.

- 3.9.4** The interested bidder would be given priority in case majority of its shares are held by women, incase of Partnership or LLP or Consortium the majority partners are women or incase of JV at least one of the JV partner should have majority shareholder as a woman/women.
- 3.9.5** The interested bidder would be given priority if net worth of the interested bidder indivial or with joint partners is more than INR 100 Crores.
- 3.9.6** The interested bidder should have a mandatory business experience of minimum 5 years. Priority will be given to bidders with higher and relevant experiences.
- 3.9.7** The interested bidder will be assessed based on a marking criterion of a total of 100 marks. A total of 70 marks will be as per below mentioned criteria (reference 3.9.8) and 30 marks will be allotted by MAHAPREIT in face-to-face interview.
- 3.9.8** Qualification Parameters and its specific Marking Criterion as per last audited Balance sheet follows:

Parameters	Criteria	Marks allotted respectively
<b>Phase 1 Quantitative</b>		
<b>1. Sales/Turnover</b>	INR 400 – 500 Crore	10
	INR 500 - 600 Crore	15
	Above INR 600 Crore	<b>25</b>
<b>2. Net Profit</b>	INR 5 -10 Crore	3
	INR 10-15 Crore	5
	Above INR 15 Crore +	<b>10</b>
<b>3. Working capital limits</b>	INR 100 Crore – 200 Crore	7
	INR 200 Crore- 300 Crore	10
	Above INR 300 Crore	<b>20</b>
<b>4.Nature of business is directly related to farmers</b>	Preferred if direct buying or selling activity is involved with farmers.	<b>10</b>
<b>5.ISO or any other international standards are awarded to the bidder.</b>	Preferred as it certifies management governance.	<b>5</b>
<b>Total</b>		<b>70</b>
<b>Phase 2</b>		
<b>6.Interview &amp; presentation</b>		<b>30</b>
<b>Total</b>		100
<b>Marks required for qualification</b>	70/100	

**Important**

1. Applicants who score 50 / 70 in phase 1 (Quantitative) will move on to phase 2 (Interview and presentations)
2. Applicants who score over 20 in phase 2 in addition to 50 in phase 1 will be selected.

3. Of all applicants selected,(with a score above 70) the two applicants with highest marks will be appointed as the principal distributors
4. Other applicants (with a score above 70) will be appointed as sub distributors.

**3.9.9** The interested agencies may also send their queries by email on the following email Id [cgm.sust@mahapreit.in](mailto:cgm.sust@mahapreit.in).

**3.9.10** Any disputes or differences that may arise out of or in connection with this EOI, shall have exclusive jurisdiction of Mumbai Court.

**3.9.11** The EOI will be evaluated on suitability criteria mentioned above for the bid submitted by Bidders.

**3.9.12** MAHAPREIT reserves the right to reject any or all bid in part or full without assigning any reasons.

**3.9.13** Information relating to the examination, clarification, evaluation, and comparison of the submitted Bid and recommendations for the award of an empanelment shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of empanelment to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bid or award decisions may result in the rejection of his Bid.

**3.9.14** Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or award of empanelment or any decisions may result in the rejection of the Bidders 'Bid.

### **3.10 GENERAL INSTRUCTIONS: -**

#### **3.10.1 General: -**

The special conditions of a contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of the contract.

### **3.11 PREPARATION OF BID: -**

#### **3.11.1 LANGUAGE OF BID: -**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature, etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English

translation shall govern.

**3.12 Detailed instructions & documents to be furnished for bidding:**

**3.12.1 Scanned or Hard copies of the following documents:**

- 3.12.1.1 Tender fee payment receipt.
- 3.12.1.2 Joint Venture /Consortium agreement. LLP/ Partnership Firm/Company registration certificate.
- 3.12.1.3 Audited Balance sheet of last two years (CA certified). In case of JV, the audited Balance sheet should be provided by at least by one of the JV partners.
- 3.12.1.4 Shareholding certificate or certified list of shareholders by a practicing Company Secretary and Board resolution stating the majority of shareholding by women.
- 3.12.1.5 License copies of Manufacture or Sales of fertilizer under FCO in Maharashtra. In case of JV, the license should be in the name of at least in the name of one of the JV partners.
- 3.12.1.6 Net Worth Certificate (Not Required for Pvt. Ltd./Ltd. Companies, Balance Sheet will Suffice)

**3.12.2 Annexures:**

**3.12.3** Annexure 1 : General, Financial & Commercial Particulars

**3.12.4** Annexure 2 : Undertaking

**3.12.5** Annexure 3 : Format Of Covering Letter

The Bidders have to submit all documents with an authorized Signature and company stamp.

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Documents without authorized signatures and stamps will not be accepted.

**3.12.6 Instructions:**

While submitting the Technical bid, the Bidders shall, in particular, ensure that:

- 3.12.6.1 A brief description of the firm and an outline of the relevant past experience on assignments and highlighting experiences in the format given in Form.
- 3.12.6.2 The composition of the team of personnel which the Bidders would propose to provide with the details of name of the key personnel, his/ her area of expertise, position and the tasks which would be assigned to each team member as well as previous experience. Incase of Joint venture, relevant documents of all partner entity should be submitted.
- 3.12.6.3 The bid without the cost of the EOI document shall not be considered for evaluation & shall be outrightly rejected.
- 3.12.6.4 MAHAPREIT reserves the right to verify all statements, information and documents submitted by the Bidders in response to the EOI. The limitation of MAHAPREIT to undertake such verification shall not relieve the Bidders of its obligations or liabilities here under nor will it affect any rights of MAHAPREIT there under. In case it is found during the evaluation or at any time before the Empanelment or after and during the period of subsistence thereof, that one or



more of the eligibility conditions have not been met by the Bidders or the Bidders has made material misrepresentation or has given any materially incorrect or false information, the bidders shall be disqualified forthwith if not yet empaneled as the auditor by a communication in writing by MAHAPREIT without MAHAPREIT being liable in any manner whatsoever to the Bidders, as the case may be.

**3.13 Disqualifications:**

MAHAPREIT may at its sole discretion and at any time during the evaluation of the bid, disqualify any Respondent if the Respondent has:

**3.13.1** Submitted the bid documents after the response deadline;

**3.13.2** Made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements;

**3.13.3** Submitted a bid that is not accompanied by required documentation or is non-responsive;

**3.13.4** Failed to provide clarifications related thereto, when sought;

**3.13.5** Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

**3.14 PRE-BID MEETING: -**

**3.14.1** The Bidder(s) or his designated representative are invited to attend an Online / Offline "Pre-Bid Meeting" which will be held at the address specified.

**3.14.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised by bidder.

**3.14.3** Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on <https://mahapreit.in/> websites.

Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made through the issue of a Corrigendum published on <https://mahapreit.in/>

**3.14.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

### **3.15 FORMAT AND SIGNING OF BID: -**

**3.15.1** The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

**3.15.2** The Bid shall contain no alterations, omissions, or additions unless such corrections are initialed by the person or persons signing the Bid.

### **3.16 DEADLINE FOR SUBMISSION OF BID: -**

The bid must be submitted through tender mode not later than the date and time specified in the tender documents/BID.

### **3.17 MODIFICATION AND WITHDRAWAL OF BID: -**

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per the tender document.

### **3.18 BID OPENING AND EVALUATION: -**

#### **3.18.1 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID: -**

MAHAPREIT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bid, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for MAHAPREIT's action.

#### **3.18.2 BID OPENING: -**

##### **3.18.2.1 Technical Bid Opening: -**

MAHAPREIT will open bid, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Document.

***Note: In the event of any unforeseen closure of work/holiday on any of the above days, the bid will be opened on the next working day without any further notice.***

**3.19 Empanelment of bidders: -**

Subject to all terms and conditions of EOI / Tender documents & its amendments, MAHAPREIT will empanel the qualified successful Bidders after technical evaluation.

**3.20 Period of Engagement:**

**3.20.1** Empaneled agency shall be engaged for 10 years with MAHAPREIT from the date of empanelment which may be extended as per requirement of MAHAPREIT.

**3.20.2** The MAHAPREIT may discontinue/modify the engagement by providing fifteen (15) days' prior written notice without stating the reason thereof.

**3.21 MUTUAL DISCUSSIONS**

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

**3.22 ARBITRATION: -**

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

**3.23 TERMINATION OF CONTRACT/EMPANELMENT AGREEMENT:**

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the bidder, terminate this agreement upon the occurrence of any of the events specified in paragraph as below.

**3.23.1** If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing. Or

**3.23.2** If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

**3.23.3** If MAHAPREIT found that the bidder has provided false, & wrong information while bid submission; or

**3.23.4** If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or

- 3.23.5** If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or
- 3.23.6** If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this EOI, or
- 3.23.7** If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

**3.24 FINAL DECISION-MAKING AUTHORITY:**

The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the EOI in part or full for this EOI without assigning any reasons thereof and his decision will be final.

**3.25 FORCE MAJEURE:**

- 3.25.1** Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this EOI and such act or even is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- 3.25.1.1 War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.
- 3.25.1.2 Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.
- 3.25.1.3 Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
- 3.25.1.4 Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.

- 3.25.2** The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.

- 3.25.2.1 Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or
- 3.25.2.2 Labour disputes of any kind; or
- 3.25.2.3 Economic hardship; or

- 3.25.2.4 Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

**3.26 POST BIDDING CORRESPONDENCE:**

The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of bid unless otherwise sought by MAHAPREIT.

**3.27 NOTIFICATION OF AWARD OF EMPANELMENT/CONTRACT:**

The notification of award of Empanelment shall be communicated to the successful bidder by Letter of Award (LOA) by email or Registered Post/Air mail or hand delivery. In case of issuance of LOA, the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The Empanelment shall be considered as having come into force from the date of issue of Letter of Award by the MAHAPREIT. This date will be called the effective date of Empanelment.

**3.28 SIGNING OF AGREEMENT of EMPANELMENT:**

**3.28.1** The successful Bidder shall have to furnish acceptance of Letter of Award within 10 calendar days from the date of issue of Letter of Award. The successful bidder shall have to sign a formal Empanelment agreement with the MAHAPREIT within 15 calendar days from the date of issue of Letter of Award. Under certain circumstances, MAHAPREIT may give an extension of time for signing of contract.

**3.28.2** All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.

**3.28.3** If the successful Bidder fails to sign the contract, the same shall constitute sufficient ground for the annulment of the award of consultancy work and also the forfeiture of the bid security.

**3.29 CONFIDENTIALITY:**

**3.29.1** Information relating to the examination, clarification, evaluation and comparison of Bid, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

**3.29.2** All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement shall be the property of the MAHAPREIT. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for the projects (including originals) shall be handed over to the MAHAPREIT.

**3.29.3** The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

**3.30 INDEMNITY:**

The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- 3.30.1** Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by consultant.
- 3.30.2** Damages and losses resulting from the non-compliance with the obligations established hereunder.
- 3.30.3** Any environmental damage caused by it and/or its representatives or employees or employees.
- 3.30.4** Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- 3.30.5** From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this EOI due to neglect, omission or intentional act of retainership Services.

**SECTION - 4**  
**SCOPE OF WORK**

**Scope of Work: -**

- 4.1 Sales and distribution of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.
- 4.2 Create a distribution network for MAHAPREIT for the fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs.
- 4.3 Collaboration and revenue sharing mechanism.
- 4.4 Support in Marketing strategy.
- 4.5 Quality assured agricultural inputs and fertilizers will be provided to farmers.
- 4.6 Educating farmers on Identification of non-standard fertilizers. The non-standard sample in SSP is either due to this account or inadequate curing or use of the excess quantity of fillers and non-homogenous mixing.
- 4.7 Ensuring availability of essential, simple and complex fertilizers like Urea, DAP, MOP, MAP, organic compost throughout the crop cycle on a PAN India basis.
- 4.8 Accelerating study and innovation on improving quality of fertilizers.
- 4.9 Understanding interest and consumers needs for laying roadmap for future manufacturing/co-manufacturing, co-marketing of fertilizers under MAHAPREIT's brand.
- 4.10 New job creation or scope for business expansion for FPO and women

#### 4.2 Bid process and modality: -

- i) The EOI will be evaluated on the basis of the qualifying conditions mentioned in this EOI.
- ii) **Cost of EOI document:** - The bidder has to pay Rs. 2500/- plus 18% GST as cost of EOI document through e-payment gateway. (RTGS / NEFT)
- iii) **Registration Fees:-** The bidder has to pay Rs. 2500/- plus 18% GST through e-payment gateway. (RTGS / NEFT)
- iv) **EMD (Refundable):** - To be paid at the time of work allocation
- v) **The Bank details are as follows: -**
  - Name of Organization: - Mahatma Phule Renewable Energy and Infrastructure Technology Limited.
  - Name of Bank: - SBI
  - Account No: -42806014198
  - IFSC Code: - SBIN0009995
  - MICR Code : 400002133
  - Branch Code : 9995
- vi) The offer without cost of EOI document & registration fee shall not be considered for evaluation & shall be outrightly rejected.



## **ANNEXURE 1:**

### **GENERAL, FINANCIAL & COMMERCIAL PARTICULARS**

**(To be submitted by Bidder/Each Member of Consortium on their Letter Head)**

1	Name of the Bidder	:	
2	Registered office address	:	
3	Telephone	:	
4	E-mail	:	
5	Nature of business & working experience in years in the same business	:	
6	Person to be contacted & Contact Number	:	
7	Nature/status of firm : (Whether sole proprietary/Partnership/Private Limited/Public Limited/ Public Sector) a. Do you anticipate any change in the Ownership during the proposed period of Work If yes, define the scope and effect thereof	:	No/Yes
8	Financial detail (Enclosed 1 copy each of)		
A	GST certificate	:	No/Yes
B	Company Registration Certificate	:	NA for Individuals.
9	Share capital at the time of formation i. Authorized ii. Paid-up	:	NA for Individuals.
10	Share capital at present i. Authorized ii. Paid-up	:	
11	Name & address of bankers	:	
12	Positive Net Worth Certificate	:	NA

Certified that the above information is true and factual.

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Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

Designation ..... Seal of

Company.....

## **ANNEXURE 2:**

### **UNDERTAKING**

(To be given by the Bidder on the Letter head)

I/We of M/s.....

Bidder for Appointment of Principal distributors & Sub Distributors for sub-sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs with the CGM (Sustainability) MAHAPREIT B-501 Pinnacle Corporate Business Park BKC(East), Mumbai 400051 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the EoI documents.

Further we have noted that after unconditionally accepting the EoI conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the EoI is found violated at any time after opening of Envelope, I/we agree that the EoI shall be summarily rejected.

Signatures of the Agency Or  
Authorized Person (Name of  
Firm with seal)

**ANNEXURE 3**  
**FORMAT OF COVERING LETTER**  
*(On Letterhead of Firm)*

Date:

To,  
The Managing Director,  
B – 501 PINNACLE CORPORATE PARK, NEXT TO  
TRADE CENTER,  
BKC (EAST) MUMBAI- 400051.

**Sub: For Appointment of Principal distributors & Sub Distributors for sub-sale of fertilizers, compost, seeds, insecticides, pesticides and agricultural inputs**

**Dear Sir,**

We enclose herewith the Particulars and Details of the Firm in connection with the above assignment.

We also state as follows:

- a) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b) We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- c) We understand that /MAHAPREIT is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- d) I confirm that I have authority of (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.