



NAFED

60 Years in Service

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PAN NO. AAAAN4629F**

**NAFED THROUGH ITS
FERTILIZER DIVISION**

**INVITES
EXPRESSION OF INTEREST (EOI)**

**FOR EMPANELMENT OF MANUFACTURERS FOR SUPPLY OF BIO-
PESTICIDES, BIO AGRI INPUTS, MICRO NUTRIENTS & PLANT
GROWTH PROMOTERS/ REGULATORS TO STATE GOVERNMENT/
GOVERNMENT COMPANIES AND VARIOUS INDIA & FOREIGN
BUYERS THROUGH MARKETING CHANNEL OF NAFED**

**EOI REF. NO.: HO/FERTILIZERS/EMP-MFG/BIOAGRI INPUTS
/001/2021-22**

Dated: 26th October, 2021

**General Manager (Fertilizer)
HEAD OFFICE, NAFED.**



**NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INDIA LTD.**

Head Off: Siddhartha Enclave, Ashram
Chowk, Ring Road, New Delhi-110 014
Phones: EPABX- 26340019 (8 Lines)
Website:www.nafed-india.com

**Ref.: HO/FERTILIZERS/EMP-MFG/BIOAGRI INPUTS
/001/2021-22**

Dated 26.10.2021

Expression of Interest

Invitation for Expression of Interest for Empanelment of Manufacturers for supply of Bio-Pesticides, Bio-Agri Inputs, Micro Nutrients & Plant Growth Promoters/ Regulators to State Government/ Government Companies and various India & Foreign buyers through marketing channel of NAFED.

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi: 110 014, hereby invites Expression of Interest (EOI) from prospective Manufacture(s) (hereinafter called as "Manufacturer" or "Manufacturers" as the case may be) for supply of Bio Pesticides, Bio Agri inputs, Micro Nutrients & Plant growth Promoters/ regulators to various State Governments/Government Companies and Indian & Foreign buyers (hereinafter called as "Customer" or "Customers" as the case may be). The quantity would depend upon the indent received from customers. The details whereof are as under:

1. List of fertilizers / items for which EOI is invited:

- (i) Biofertilizers
- (ii) Bio Pesticides
- (iii) Bio Agri-inputs
- (iv) Micro Nutrients
- (v) Plant growth promoters/regulators
- (vi) Vermibed
- (vii) Pheromone/ Light Trap

2. Scope of work:

- (ii) The Manufacturer shall accept all the terms and conditions of Customers and in case of any order is received from customer; the manufacturer shall deliver the said products and commodities to the Customers in the manner required. The Manufacturer shall furnish Interest free EMD, as required by customer, to NAFED for further submission to customer.

- (ii) NAFED, HO would quote the rates to Customers on the basis of rates offered by the manufacturer to NAFED, HO after adding a Trade Margin of NAFED. The amount of trading margin would be decided by NAFED at its sole discretion and the same shall not be contested by the manufacturer. The terms and conditions including quality, quantity, delivery schedule etc. of the order received by NAFED from Customer shall be applicable to the manufacturer and the same shall be accepted by the manufacturer in writing. NAFED shall not make any financial investment for execution of the order nor NAFED shall have any financial liability arising out of the transaction at any stage. It shall be the sole responsibility of manufacturer to execute the order received from customer on behalf of NAFED.
- (iii) It is to be expressly understood and agreed by the manufacturer that NAFED shall be making the purchases on behalf of its Customers and NAFED shall be liable to make payment to the manufacturer only after receipt of the same from Customer. It shall be the responsibility of the manufacturer to realize payment from the customer and NAFED in no way shall be responsible for the same. In case any deductions are made from the bills of NAFED by its Customers on account of deviations in the specifications or due to shortage(s) or for any other reason, the same shall be recovered/debited to the account of Manufacturer.

3. Pre-qualification criteria of Applicants:

A. For experienced manufacturers having more than 3 years of experience of supplies of any one or more types of products (as per Sr. No. 1 above):

- (i) Certificate of Incorporation/ registration as Manufacturing company/ firm.
- (ii) Average annual turnover of Rs.5.00 Crore during the last three financial years.
- (iii) Undertaking for generating minimum Rs.1.00 Crore business/orders in favor of NAFED within a period of 1 year from the date of empanelment.
- (iv) Valid Manufacturing license of respective products.
- (v) Organic certification (if any).
- (vi) ISO certification (if any).
- (vii) Registration certificates of respective products from concerned Departments/Govt. Agencies.
- (x) Company's PAN/ GST number.
- (xi) EMD of Rs.5.00 lakh which will be converted into security deposit after empanelment.
- (xii) Undertaking in favour of NAFED to the effect that NAFED may forfeit the Security Deposit submitted by the manufacturer in the event the manufacturer fails to generate business of at least Rs.1 Crore in favor of Nafed during the period of 1 year of empanelment with NAFED. In case, the manufacturer generates business less than Rs.1 Crore then pro-rata Security deposit shall be forfeited by NAFED.
- (xiii) The prospective manufacturer should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Deptt./PSU/Cooperative.

- (xiv) NAFED may conduct inspection of the manufacturing unit of Manufacturer to ascertain that the company is having modern plant & Machinery and a well equipped lab before final empanelment.

B. For Startup manufacturers:

- (i) Certificate of Incorporation/registration as Manufacturing company/ firm.
- (ii) Undertaking for generating minimum Rs.20.00 lakhs business/orders in favor of NAFED within a period of 1 year from the date of empanelment.
- (iii) Valid manufacturing license of respective products.
- (iv) Organic certification (if any).
- (v) ISO certification (if any).
- (vi) Registration certificates of respective products from concerned Departments/Govt. Agencies.
- (xv) Company's PAN/ GST number.
- (xvi) EMD of Rs.1.00 lakh which will be converted into security deposit after empanelment.
- (xvii) Undertaking in favour of NAFED to the effect that NAFED may forfeit the Security Deposit submitted by the manufacturer in the event the manufacturer fails to generate business of at least Rs.20 lakhs in favor of Nafed during the period of 1 year of empanelment with NAFED. In case, the manufacturer generates business less than Rs.20 lakhs then pro-rata Security deposit shall be forfeited by NAFED.
- (xviii) The prospective manufacturer should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Deptt./PSU/Cooperative.
- (xix) NAFED may conduct inspection of the manufacturing unit of Manufacturer to ascertain that the company is having modern plant & Machinery and a well equipped lab before final empanelment.

4. Documents Required:

Following documents has to be submitted along-with Application/ EOI in a sealed cover:-

- (i) Request for empanelment on company's letter head.
- (ii) Demand Draft/NEFT of Rs.5000/- + 18% GST in favour of **National Agricultural Cooperative Marketing Federation of India Ltd.**, New Delhi and payable at New Delhi towards **EOI document Fee** (Non-Refundable).
- (iii) The interest free EMD for this application which shall be adjusted towards security deposit in case of a successful applicant and EMD deposited by unsuccessful applicant shall be refunded to them without any interest after completion of empanelment process.
- (iv) Undertaking for generating minimum business in favor of NAFED within a period of 1 year from date of empanelment [as per A (iii) & B(ii) respectively of prequalification criterion].
- (v) Undertaking towards forfeiture of security deposit in the event of not generating minimum business [as per A (iii) & B (ii) respectively of prequalification criterion] in favor of Nafed within 1 year of empanelment.
- (vi) Annexure-I Annexure-II and Annexure III duly filled in, signed and stamped.
- (vii) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.
- (viii) Purchase orders/performance certificates towards past performance.

- (ix) Documentary evidence of Certificate of Incorporation.
- (x) Documentary evidence showing the products manufactured and installed capacity.
- (xi) Documentary evidence of manufacturing license.
- (xii) Documentary evidence of organic certification.
- (xiii) Certificate of Registration of respective products.
- (xiv) Copy of Company's PAN/GST.
- (xv) Audited Annual Accounts.
- (xvi) Any other document as required by NAFED.

5. EMD & Security Deposit Amount:

(i) Applicant shall be liable to pay EMD amount of Rs.5,00,000/- or Rs.1,00,000/- (as applicable) with NAFED in the bank account as per below details, before submission of documents for technical qualifications :

NAME OF THE BENEFICIARY	:	NAFED
ACCOUNT NUMBER	:	309009093946
NAME OF BANK	:	RBL BANK
ADDRESS OF THE BANK	:	DEFENCE COLONY, NEW DELHI
IFSC CODE	:	RATN0000292

- (ii) No interest shall be paid by NAFED on EMD.
- (iii) EMD shall be converted to the Security Deposit for successful bidder.
- (iv) No interest shall be paid on SD and SD of applicants who fail to achieve the minimum assured business target of Rs.1 Crore Or Rs.20 Lakhs (as applicable) shall be forfeited.

6. Submission of Expression of interest:

- 6.1. Intending Manufacturer may download application form for EOI from www.nafed-india.com and shall submit Expression of Interest documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected. **Demand Draft/Proof of NEFT of Rs. 5000/- + 18% GST as EOI application Fee (Non-Refundable) is to be submitted by the manufacturer along-with required documents.**
- 6.2. The Expression of interest must contain the name, designation and place of Business of the person with Phone and Mobile Nos. of persons making the expression of interest and must be signed and sealed by the Prospective manufacturer with his usual signature.
- 6.3. The signatory of the application qua this EOI shall be authorized to sign and submit the EOI to bind the corporation/company/Firm in the matter must sign expression of interests by corporations/companies/Firm with the legal name of the Corporations/ Companies/Firm.
- 6.4. Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.

7. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to General Manager (Fertilizer), Fertilizer Division, NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014 and **the request for empanelment along with duly filled in enclosed Annexure-I, II & III and all the required documents** should be put in the Box placed on the reception of NAFED, HO New Delhi.

8. General Terms & Conditions:

- 8.1. NAFED reserves the right to accept or reject any offer of Expression of Interest from intending Manufacturers without assigning any reasons whatsoever.
- 8.2. Whenever there will be any invitation for Expression of Interest / enquiry from any Customer for supply of above mentioned Bio-fertilizer(s), NAFED will seek offer from one or more Manufacturers from amongst the panel at NAFED's sole discretion.
- 8.3. The Manufacturer, whose quotation/offer is accepted by NAFED for quoting further against tenders of its customers, shall not submit any other offer directly / indirectly or through any other PSU/Company in the same Tender.
- 8.4. Final selection of Manufacturer from amongst the panel for participating in any tender will be done at the discretion of NAFED and the decision of NAFED shall be final and binding on all the empanelled parties.
- 8.5. Selection in the panel at no point of time guarantees any award of work by NAFED through this empanelment and the Manufacturer who fails to get the opportunity shall not have any right to claim any damages whatsoever against NAFED.
- 8.6. The Manufacturer may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Manufacturer from the panel will have to enter into agreement as devised by NAFED to fully protect NAFED's overall interests and also the interests of the prospective customers. Nafed service charges/ margin varies on product to product which shall be decided at the time of agreement
- 8.7. The prospective Manufacturer can also be asked to furnish additional documents / confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- 8.8. The validity of this Panel shall be initially for one year which may subsequently be extended for a further period of one year after review of previous year performance based at the sole discretion of NAFED. NAFED also reserves the right to reduce the validity of the panel at their sole discretion.
- 8.9. Security deposit shall be fortified in event of not generating minimum business as described above from empanelled party within a period of one year from date of empanelment and no further extension shall be provided to party who does not perform as per clause 3.A.iii & 3.B.ii respectively of prequalification criterion.
- 8.10. The selected Manufacturer shall ensure compliance of all the Government regulations / conventions / policies /guidelines /orders etc. in force related to any or all of the activities covered in the imports.
- 8.11. All details and terms and conditions of this document shall have to be considered by the prospective Manufacturer in totality and the expression of interest containing incomplete documents & not complying with the above conditions are liable to be rejected.
- 8.12. Initially the Manufacturer shall be empanelled provisionally. However, for final empanelment, each Supplier has to give a declaration that the manufacturer/supplier and/or any of its Members of Board of Directors and/or its promoters do not have any crossholding/ shareholding directly and/or indirectly in any manner whatsoever in the other Supplier being empanelled by NAFED.
- 8.13. Prospective Manufacturer who qualifies as empanelled manufacturers/suppliers to NAFED would be individually notified after the evaluation process of empanelment is complete.
- 8.14. **No press advertisement shall be issued for the updation Corrigendum/ Addendum. Prospective suppliers are therefore advised to regularly visit these websites to update themselves.**

- 8.15. NAFED reserves the right to remove any/all Manufacturers from empanelment list at their sole discretion without assigning any reason thereof.
- 8.16. The products should be either covered under Fertilizer Control Act or Insecticide Act.
- 8.17. This EOI shall be valid for a period of 1 (one) year from the date of publication i.e. upto ___20.10.2022.
- 8.18. Agreements with already empanelled manufacturers/suppliers under NAFED's earlier EOI no. HO/IU/EMP-MFG-BIOPESTICEDS/100/2017-18 dated 22.02.2018 would continue to be valid till their validity/expiry, thereafter fresh application has to be made under present EOI for empanelment.

9. Ownership of EOI Documents and information therein:

All Expression of Interest documents will become the property of NAFED upon submission. Where the prospective manufacturer believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect manufacturer's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable NAFED will give effect to the prospective Supplier stated wishes, and requests for access to such information will be determined by NAFED.

10.No Contractual Obligation:

NAFED is not bound contractually or in any other way to any prospective manufacturer to this Expression of Interest. NAFED is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any Expression of Interest, incurred by the prospective manufacturer to this Expression of Interest whether or not NAFED terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

11.Indemnity:

The applicant shall keep NAFED indemnified at all times against any claims/liabilities /proceedings, etc. from any third party or otherwise arising out/ or in connection with this EOI.

12.Execution of Agreement:

Separate specific agreements post award of work shall be executed between NAFED and the Applicant on Non-Judicial Stamp Paper of Rs. 500/-, to be provided by the Applicant upon award of work. The terms and conditions enumerated in the EOI shall form the part of the agreement. NAFED reserves the right to change or alter the terms and conditions of the Service Level Agreement post award of the work and terms and conditions of the Service Level Agreement shall prevail over the EOI.

13.Force majeure:

13.1. Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, pandemic, epidemic, plague, accident and/or war preventing either contracting party from fully or partially

carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3(three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.

13.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. If a Force Majeure situation arises, the successful bidder shall promptly notify in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13.3. The decision of Nafed on determination of Force Majeure shall be final and binding upon supplier.

Notices:

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

14. Applicable Law Jurisdiction and Dispute Resolution:

The EOI document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending Applicant in the courts having jurisdiction over the parties.

15. Disclaimer:

The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of an EOI process. The EOI Request is not the subject of any process contract or any contractual obligations between NAFED and prospective Manufacturer. NAFED may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective suppliers.

16. Interpretation of the clauses In this EOI

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI, NAFED's interpretation of the clauses shall be final and binding on Successful applicant.

17. Integrity Pact:

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

18. Holiday Listing:

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this RFQ documents is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

*****End of EOI document*****

ANNEXURE-I

APPLICATION FORM FOR EMPANELMENT OF MANUFACTURER FOR SUPPLY OF BIO-PESTICIDES, BIO AGRI INPUTS, MICRO NUTRIENTS & PLANT GROWTH PROMOTORS.

(TO BE SUBMITTED ON LETTER HEAD)

The General Manager (Fertilizer),
NAFED, Siddhartha Enclave,
Ashram Chowk, Ring Road,
New Delhi-110014.

SUB:- EMPANELMENT OF MANUFACTURER FOR SUPPLY OF BIO-PESTICIDES, BIO AGRI INPUTS, MICRO NUTRIENT, PLANT GROWTH PROMOTORS /REGULATORS ETC .FOR A PERIOD OF ONE YEAR.

Dear Sir,

Please refer to your advertisement published in dated /on Nafed website inviting application for empanelment of manufacturer for a period of one year for supply of Bio-Pesticides, Bio-fertilizers, Bio-Agri Inputs, Micro Nutrients & plant Growth promoters/regulators to various State Governments/ Government companies / Indian & Foreign buyers as per their specification / requirement. We are pleased to quote as under:-

- A) NAME OF PRODUCT / ITEMS- Please mark (/) on the items of interest for which empanelment is requested:**
- | | |
|-------------------------------------|---|
| i) BIO-PESTICIDES | ii) BIO- AGRI INPUTS |
| iii) MICRO NUTRIENTS | iv) PLANT GROWTH PROMOTOTERS / REGULATOR |
| v) Bio-fertilizers | vi) Vermibed |
| vii) Pheromone / Light Traps | |

- A (i)** Specification of products / items
(Please attached separate sheet of each product/ item)

PART-B

SN	Particulars	Information
1	Name of Firm	
2	Registered and correspondence address	
3	Type of Company (Pvt. Ltd/ Public Ltd/ Partnership Firm) Attach documentary evidence./Year of establishment	
4	Name of Chief Executive/Directors	
5	PAN No. (Attach copy)	
6	GST No. (Attached copy)	
7	Manufacturing License (Attach copy)	
8.	Organic certificate (Attach copy)	
9.	ISO certificate , if any (attached copy)	
10	Credit Rating agency report	
11	Whether blacklisted by Government department, public sector, quasi government Undertaking	
12	Financial status of the Co; (Attach Banker's Certificate)	
13	Name & Address of Banker	
14	Name & Designation with attested specimen signature of the authorized signatory	
15	Contact Person with Designation, mobile and landline number, e-mail ID, mobile no. and website	

16	Details of payment of Application form Fee & EMD	
17	Last 3 years'/1 years' [as applicable] audited balance sheet (attach copies)	
18	Last 3 years' /1 years' tax assessment Certificate [as applicable](attach copies)	
19.	Last 3 years'/1 years' [as applicable] Turn over	
20.	Product wise detail of Quantity supplied (Minimum 3 years or 1 years as applicable) attached documentary proof.	

Please use extra sheet, if more space is required.

We hereby accept all the terms and conditions specified in EOI as a token of unconditional acceptance of all clauses.

We certify that all information furnished by us herewith is correct and true. In the event that the information given is found to be incorrect / untrue, NAFED reserves the right to disqualify us or terminate our contract and forfeit security deposit amount without giving any notice or reason thereof.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(Name & complete address of the applicant
alongwith seal)

(ON COMPANY'S LETTER HEAD)

ANNEXURE II

To,

National Agricultural Cooperative Marketing Federation of India Ltd,
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(**Name of the Organisation**), hereby confirm and acknowledge that we have neither been blacklisted nor banned for participation in Tender process by Government of India or by any Government Undertaking or any Autonomous body in India for supply of fertilizers or otherwise.

Thanking You

Yours faithfully

Name and Signature of the
Authorized Person

(ON COMPANY'S LETTER HEAD)

ANNEXURE III

To,

National Agricultural Cooperative Marketing Federation of India Ltd,
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(**Name of the Organisation**), hereby giving our acceptance towards forfeiture of security deposit by NAFED in the event of not generating minimum business of Rs. _____as agreed in agreement in favor of Nafed within 1 year of empanelment.

Thanking You

Yours faithfully

Name and Signature of the
Authorized Person