



NAFED
60 Years in Service

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

**Regd. Office: NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk, New Delhi-110014**

Website: www.nafed-india.com

Email: isupply@nafed-india.com

INSTITUTIONAL SUPPLY DIVISION

EOI DOCUMENTS

EOI No. : NAFED/HO/IS/EOI-Millet/ 2023-24

DATED: 25/07/2023

**NAFED INVITES EXPRESSION OF INTEREST TO EMPANEL PROCESSORS/
MANUFACTURERS OF MILLETS/ MILLET BASED PRODUCTS FOR SUPPLY
OF MILLETS/MILLET BASED PRODUCTS TO INSTITUTIONAL BUYERS
THROUGH NAFED**

**ADDL. MANAGING DIRECTOR (IS)
NAFED-HEAD OFFICE
NEW DELHI**

NAFED – INSTITUTIONAL SUPPLY (IS) DIVISION INTENDS TO EMPANEL PROCESSORS / MANUFACTURERS FOR SUPPLY OF MILLETS/ MILLET BASED PRODUCTS ACROSS INDIA, MEETING MINIMUM CRITERIA, ON BEHALF OF NAFED AND DELIVER TO NAFED SPECIFIED DELIVERY POINTS.

The application form and other terms & conditions may be downloaded by the interested parties from NAFED website <http://www.nafed-india.com> from **DATE – 25/07/2023, TIME – 05:00 P.M.** onwards. NAFED reserves its right to accept or reject any or all the applications.

1. Intending applicants shall submit application in the prescribed format (duly filled in) along with supporting documents to:

Addl. Managing Director (IS)
NAFED Head Office
Siddhartha Enclave, Ashram Chowk
Ring Road, New Delhi -110014

2. Scan copy of application form & all supporting documents should be mailed by the applicant to isupply@nafed-india.com and original documents should be submitted to the nearest NAFED branch.
3. The applicants have to deposit a non-refundable fee of Rs.10,000/- (Rs. Ten Thousand only) plus GST @ 18% i.e. Total Rs.11,800/- towards empanelment processing fee towards the following account:

NAME OF THE BENIFICEARY- NAFED
NAME OF THE ACCOUNT NUMBER- 06121000100448
NAME OF BANK- PUNJAB & SIND BANK
ADDRESS OF THE BANK-, SIDHARTHA ENCLAVE, NEW DELHI
IFSC CODE- PSIBO000612

4. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The EOI is not subject to any process of contract or any contractual obligations between NAFED and prospective applicants.

A. INTRODUCTION

- a. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is one of the central nodal agencies for procurement of notified agricultural commodities including oilseeds under Price Support Scheme (PSS).
- b. NAFED invites application to empanel processors /manufacturers meeting minimum eligibility for supply of Millets/Millet based products to Institutional Buyers on behalf of NAFED. NAFED shall invite quotes from empanelled parties to outsource supply/processing activities as per request.

B. SCOPE OF WORK

- a. Registration on e-portal of NAFED
 - i. Empanelled parties will be required to get themselves registered on electronic portal specified by NAFED i.e. <http://www.nafed.agribazaar.com> for participation in bidding for various contracts.
 - ii. The empanelled party will authorize a person to operate the electronic portal and submit the bids online through bidding portal.
 - iii. Once the application of the empanelled party for registration is approved by NAFED, the party shall have to enter into an agreement with NAFED for a period of two years with further extensions subject to discretion of NAFED.
- b. Participation in bidding process
 - i. Empanelled parties will be intimated by NAFED/Service Provider about the tenders/contracts listed on portal on regular basis through specified e-portal/messages on phone etc.
 - ii. The tenders/contracts on e-portal will provide complete details including order quantity, quality specifications of millets/millet based products to be supplied and delivery location with timelines.
 - iii. Parties will be required to deposit EMD and tender fees (if any) plus applicable taxes, if any before participation in the bidding process. The amount of EMD and tender fees (if any) plus applicable taxes, if any will be pre-defined in the bidding contract.
 - iv. Parties will have to post its bid for the 'scope of services mentioned in the bid document'. Parties shall have to make offer for a complete lot and confirm to deliver final quantity to delivery centres within prescribed time period.
 - v. The bidding may be on different parameters depending upon the requirement of the contract /bid document uploaded on e-portal and it may differ from contract to contract. For each contract, portal will display best bid (lowest and highest) depending on the nature of the contract (without disclosing name of the bidder). Interested bidder may revise the bid (only increase / decrease from last highest /lowest bid depending upon the nature of the contract) any number of times during the auction.
 - vi. At the end of bidding period, the bidder with the lowest /highest bid depending upon the nature of the contract will be awarded the contract subject to final approval of NAFED.
 - vii. On award of contract, successful bidder will have to submit Security Deposit as specified in the bid document.

C. PROCESSING AND DELIVERY

The successful bidders have to ensure:-

- i. Delivery of packaged processed millets/millet based products as per the quality specifications prescribed in the bid document to the NAFED specified delivery points within the stipulated time frame without tampering the stock.
- ii. Obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same in original to NAFED through Service Provider.
- iii. Will be obligated to keep NAFED updated of all the activities including assaying, lot wise completion of processing, packaging and delivery to buyer on the e-portal.
- iv. Will be obligated to ensure compliance to the terms and conditions as mentioned in the bid document of a particular auction/contract.

D. PRE-QUALIFICATION CRITERIA/ DOCUMENTS TO BE SUBMITTED FOR SELECTION OF PROSPECTIVE PARTIES

- i. For processing of millets, the interested party may employ its own, or through lease, multiple plants/units with a valid license from concerned authorities. In case of leased unit, the lease agreement must be registered; residual period should be 12 months. The party must provide details of each processing unit as per the format attached.
- ii. Interested party may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013) or LLP (Limited Liability Partnership) duly registered under LLP Act, 2008 or a cooperative society registered under MSCS Act, 2002 or FPO registered under Cooperative Act.
- iii. Interested party must have following registrations and certifications and shall provide a self-attested copy of all the certificates with the application:
 - a. FSSAI registration
 - b. GST registration
- iv. The party must possess all required statutory permissions from concerned State/ Central Government authorities to undertake processing activities and storage unit.
- v. Copy of Memorandum and Articles of Association of company/ partnership deed for partnership firm/ Bye-Laws for cooperative needs to be submitted.
- vi. Party(s) shall also submit self-attested copy of audited balance sheet and profit & loss account for last three financial year.
- vii. Party(s) shall also submit self-attested copy of ITR for last three financial year.
- viii. Party should have positive net-worth as on 31 March 2023 and should submit net worth certificate from Chartered Accountant.
- ix. Party(s) shall also submit a self-certificate/ undertaking issued by the owner/proprietor of the firm/company certifying that they have not been debarred /blacklisted for doing business by Govt. agencies/ State agencies/ Army & any Police Forces / NAFED as on date. The party shall have to submit an UNDERTAKING to this effect at the time of application for empanelment. In case of submission of false declaration (found at any stage), such party shall be disqualified.
- x. The interested party should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED.

- xi. The interested party should not have been prosecuted for violation of rules/ laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.
- xii. Duly filled **Annexure I** should be submitted along with the empanelment documents.

E. SUBMISSION OF EMPANELMENT DOCUMENTS

- i. The downloaded Empanelment document, as a token of acceptance of the Empanelment notice's terms and conditions, should be signed and stamped on each page by the Authorised Signatory before submission. Only the original signed and stamped empanelment document should be submitted for empanelment.
- ii. Parties should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- iii. In case of Partnership firm, self-attested copy of the registered partnership deed is to be furnished along with the bid.
- iv. In case of Company, a self-attested copy of the Resolution passed by the Board of Directors of the company authorizing the person signing the application to do so on behalf of the company shall be attached with the application along with self-attested copy of the Memorandum & Articles of Association of the company, certificate of incorporation etc.
- v. In case of LLP also the Authorised Signatory and self attested copy LLP agreement to be provided.
- vi. For Cooperative, self attested certificate of registration and board resolution in the name of Authorised Signatory required to be submitted.
- vii. The Empanelment application must contain the name, designation and place of business of the person with Phone and Fax Nos. of persons making the application for empanelment and must be signed and sealed by the Prospective party with his usual signature.
- viii. The selected party(s) shall ensure compliance of all the government regulations/conventions/policies/guidelines/orders etc in force related to any or all the related activities.

F. GENERAL TERMS AND CONDITIONS

- i. NAFED reserves the right to accept or reject any offer of Empanelment application without assigning any reasons what so ever.
- ii. Final selection of Parties for Empanelment from applications received will be done at the discretion of NAFED and the decision of NAFED shall be final and binding on all the participating parties.
- iii. The party may clearly note that the terms and conditions enumerated in this Empanelment document are only illustrative and not exhaustive. The selected party has to enter into contracts as devised by NAFED to fully protect NAFED's overall interests and also the interests of the prospective buyers.
- iv. Empanelment of parties doesn't entail any commitment from NAFED for contracts/work with them during validity of the empanelment.
- v. Any further corrigendum/Addendum to the Empanelment documents will be uploaded by NAFED on websites i.e. <http://www.nafed-india.com> or <http://www.eprocure.gov.in> or <http://www.tenders.gov.in> and no press advertisement shall be published for the same.
- vi. Procedure of Holiday Listing will be followed in case of applicable circumstances. Policy on Holiday Listing may be seen on NAFED website www.nafed-india.com.

- vii. The above terms and conditions shall have to be considered by the party in totality and the Empanelment application containing incomplete documents & not complying with the above conditions shall be summarily rejected.

G. OWNERSHIP OF EMPANELMENT DOCUMENTS

Ownership of Empanelment Documents and information therein (all Empanelment documents) will become the property of NAFED upon submission. Where the prospective party believes that information provided in response to this Empanelment application is, or should be kept confidential; or disclosure of this information would unreasonably affect party'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 Processor's stated wishes, and requests for access to such information will be determined under the RTI Act, 2005.

H. EVALUATION OF APPLICATIONS

- i. Duly constituted committee of NAFED shall evaluate details submitted by the interested parties and examine the documents provided vis-a-viz requirements specified in the EOI document. NAFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested party(s).
- ii. The selected party(s) will be informed regarding acceptance of their application(s) and shall be further advised for registration on specified electronic portal for participation in bidding process and signing of an empanelment agreement with NAFED.

I. NO CONTRACTUAL OBLIGATION

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

J. VALIDITY OF EMPANELMENT

Prospective party who qualifies would be individually notified after the evaluation process is complete. The validity of empanelment against this Empanelment process shall be initially for a period of two years from the date of confirmation of empanelment by NAFED, which may be renewed on the basis of performance of the party, at the sole discretion of NAFED. Validity of Empanelment can however be terminated earlier by NAFED at its sole discretion.

K. EXECUTION OF AGREEMENT

The tender document shall be the basis for the execution of an agreement to be entered into the successful empanelled party and their offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For the purpose, the tenderer shall submit all documents as specified in this EOI duly signed and stamped on each page as a token of acceptance.

L. INTEGRITY PACT

The miller agrees to enter into an Integrity Pact as per **Annexure II**.

M. DISPUTE REDRESSAL & APPLICABLE LAW

- i. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the NAFED shall be final and binding on the licensee.
- ii. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- iii. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Delhi, India only.
- iv. The dispute, if any, between the parties arise in connection with the EOI or incidental thereto, same shall be tried to resolve amicably. If the dispute could not be resolved amicably, same shall be decided by way of arbitration through sole arbitrator appointed with due procedure of Law. The Arbitration shall be held in accordance with provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be New Delhi. The decision of the Arbitrator shall be final binding on both the parties. The seat and venue of arbitration shall be at New Delhi.

M. 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 Empanelment process. The Empanelment Request is not subjected to any process contract or any contractual obligations between NAFED and prospective party. NAFED may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective party.

APPLICATION LETTER

To,
The Managing Director,
NAFED, Head Office
Siddhartha Enclave, Ashram Chowk
Ring Road, New Delhi -110014.

Ref. EOI vide no. _____

Dear Sir,

I/We, submit processing fee Rs. 10000/- (non-refundable) + 18% GST for empanelment as manufacturer/ processor for supply of millets/ millet based products on behalf of NAFED and deliver to NAFED specified delivery points.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Expression of Interest (EOI) and agree to abide by them.

I/We hereby offer to supply millets/millet based products, as directed by NAFED, to designated destinations in specified time across India.

Yours faithfully,

Authorized Signatory

ANNEXURE – I
REGISTRATION FORM

1. DEMOGRAPHICS

Name of Interested Applicant	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)	
Registered office	
Name of proprietor/partner/director	
CIN No./ Registration Number	
GST registration No.	
PAN No.	
Bank Account Number	
Branch & Address of Bank	

2. FINANCIALS

Particulars	F.Y.2022-23	F.Y.2021-2022	F.Y.2020-2021
Sales Turnover			
PAT			
Net Worth			

3. PLANT WISE DETAILS

Processing unit details	Plant 1	Plant 2	Plant 3
Location			
District			
State			
Pin Code			
Capacity in TPD			
Commodities processed			
Commercial Operation Date			
Contact person			
Telephone			
Mobile Number (Mandatory)			

Email ID			
FSSAI registration No.			
FSSAI Valid till			
Factory Act License No.			

4. DECLARATION

Self-declaration for not been blacklisted by any State/Central Govt. body/ Army & Any Police Forces/ National Level Cooperative/ Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED	
Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	

5. SUPPORTING DOCUMENTS TO BE ENCLOSED

Proof of payment of Non-refundable fees of Rs.10,000/- + 18% GST	Attached	Not Attached
Last 3 years audited Balance sheet and Profit-Loss Statement	Attached	Not Attached
Net Worth certificate as on 31.03.2023 (CA certified)	Attached	Not Attached
Self-attested IT return for latest financial year	Attached	Not Attached
Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961	Attached	Not Attached
Self-attested last four quarters GST returns	Attached	Not Attached
GST registration Certificate	Attached	Not Attached
PAN Card copy	Attached	Not Attached
Factory license for processing & stocking of Millets/Millet based items	Attached	Not Attached
FSSAI license for manufacturing/processing of millet/storage unit	Attached	Not Attached
Capacity proof of manufacturing/processing/storage unit	Attached	Not Attached

Address proof of the manufacturing/ processing/ storage unit (electricity bill, etc.)	Attached	Not Attached
Proof of experience in supplying millets/millet based products, if any	Attached	Not Attached
Valid registered lease agreement in case of leased mill or exemption certificate	Attached	Not Attached
The address proof of the authorized signatory, namely, Telephone Bill/ copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	Attached	Not Attached
Acceptance of all terms & conditions specified in empanelment	Attached	Not Attached
Any other document as asked for in the empanelment	Attached	Not Attached

Certified that the above information is true and we confirm that all information given in the empanelment documents are correct and if at any point of time the information is found to be incorrect our empanelment will be liable for rejection by NAFED.

Date:

Place:

Signature

Name & Designation of Authorised Signatory: Firm/Company Seal