



**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/IU/EMP-MFG-BIOPESTICEDS/100/2017-18

Dated 22.02.2018

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) Bio Pesticides
- (ii) Bio Agri-inputs
- (iii) Micro Nutrients
- (iv) Plant growth promoters/regulators

2. Scope of work:

- (i) The Manufacturer shall accept all the terms and conditions of Customers and in case of order received deliver the said products and commodities to the Customers in the manner required. The Manufacturer shall furnish Interest free EMD/Bid bond and Performance Bank Guarantees (PBG)/Performance bond, as required by customer, to NAFED.

- (ii) NAFED would quote the rates to Customers on the basis of rates offered by the manufacturer to NAFED after adding a Trade Margin of NAFED. The amount of trade margin would be decided by NAFED at their sole discretion and the same shall not be contested by the manufacturer. The supply to Customer would be on Domestic Sale Basis. The basic terms of order received by NAFED from Customer shall *mutatis mutandis* apply in the back-to-back contract to be finalized between NAFED and manufacturer.
- (iii) It is to be expressly understood and agreed by the manufacture that NAFED shall be making the purchases on behalf of its Customers. It may be mentioned that the payment shall be made to the manufacturer after receipt of the same from Customer. 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 or for any other reason, the same shall be debited to the account of Manufacturer.

3. **Pre-qualification criteria of Applicants:**

The intending Manufacturer is required to have the following as per the pre-qualification criteria:-

- (i) The experience of supplies of minimum 3 years of any one or more types of products (as per Sr. No. 1 above).
- (ii) Certificate of Incorporation as Manufacturing company.
- (iii) Minimum Turnover of Rs. 12.00 crore per annum during the last three financial years.
- (iv) Manufacturing license of respective products.
- (v) Organic certification.
- (vi) ISO certification (if any).
- (vii) Registration certificates of respective products from concerned Departments.
- (viii) Registration certificates with Tax authorities and Government Departments.
- (ix) Company's PAN/ GST number.
- (x) Satisfactory Credit Rating Report from any of the following Credit Rating agencies not older than 1 year
 - CRISIL
 - Dun & Bradstreet
 - Moody's
 - Standard & Poor

- (xi) Audited Annual Accounts of the last three financial years.(Unaudited Annual account for 2016-17 in case audited not completed for the year 2016-17)
- (xii) Last 3 years' Income tax return Certificate (attach copies)
- (xiii) The prospective manufacturer should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking for supply of fertilizers or otherwise in India. Undertaking to be furnished as per Annexure II.
- (xiv) Nafed will conduct a visit to unit of Manufacturer to ensure that the company is having modern plant & Machinery and also well equipped lab before final empanelment.

4. **Submission of Expression of interest:**

- 4(a) Intending Manufacturer may download application form for Expression of Interest document from www.nafed-india.com and shall submit Expression of Interest documents in original down loaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected. **Demand Draft of Rs. 5000/- as EOI application Fee (Non –Refundable) is to be submitted by the manufacturer along-with required documents.**
- 4(b) The Expression of interest must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the expression of interest and must be signed and sealed by the Prospective manufacturer with his usual signature.
- 4(c) 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.
- 4(d) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- 4(e) 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 of Rs.5000/- 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 shall be **Rs. 2,00,000.00 (Rs. Two Lakh Only)** , 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) Annexure-I and Annexure-II duly filled in, signed and stamped.
 - (v) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.
 - (vi) Purchase orders/performance certificates against Serial No. 3 (i).
 - (vii) Documentary evidence of Certificate of Incorporation as per Serial No.3
 - (viii) Documentary evidence showing the products manufactured and installed capacity.
 - (ix) Documentary evidence of manufacturing license as per Serial No. 3 (iv)
 - (x) Documentary evidence of organic certification as per Serial No. 3 (v).
 - (xi) Certificate of Registration of respective products as per Serial No.3 (vii).
 - (xii) Copy of Company's PAN/GST.
 - (xiii) Credit report as per Serial no. 3 (xi)
 - (xiv) Audited Annual Accounts as per Serial No. 3 (xii).
 - (xv) Undertaking as per Serial No. 3 (xiii)

5. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to Manager (IU), IU 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 and all the required documents** should be put in the Box placed on the reception of NAFED, HO New Delhi.

6. General Terms & Conditions:

- 6.1 NAFED reserves the right to accept or reject any offer of Expression of Interest from intending Manufacturers without assigning any reasons whatsoever.
- 6.2 Whenever there will be any invitation for Expression of Interest / enquiry from any Customer for supply of above mentioned fertilizer(s), NAFED will seek offer from one or more Manufacturers from amongst the panel at NAFED's sole discretion.
- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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
- 6.7 The prospective Manufacturer can also be asked to furnish additional information / confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- 6.8 The validity of this Panel shall be initially for one years which may subsequently be extended for a further period of one year at the sole discretion of NAFED. NAFED also reserves the right to reduce the validity of the panel at their sole discretion.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 Prospective Manufacturer who qualifies as empanelled manufacturers/suppliers to NAFED would be individually notified after the evaluation process of empanelment is complete.
- 6.13 **No press advertisement shall be issued for the updation Corrigendum/ Addendum. Prospective suppliers are therefore advised to regularly visit these websites to update themselves.**

6.14 NAFED reserves the right to remove any/all Manufacturers from empanelment list at their sole discretion without assigning any reason thereof.

6.15 The products, which should be either covered under Fertilizer Control Act or Insecticide Act.

7. 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.

8. 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.

9. 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.

10. Jurisdiction:

The applicants hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI. All disputes arising out of this EOI shall be decided in accordance with the laws of India.

11. 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.

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)**

To,
The Manager(IU),
NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INIDA LTD.
Sidhartha 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 /REGULATOTS
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 Agri Inputs, Micro Nutrients & plant Growth promoters/regulators to various State Governments/ Govt 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 |

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	
5	PAN No. (Attach copy)	
6	GST No. (Attached copy)	

7	Manufacturing License (Attach copy)	
8.	Organic certificate	
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, fax no. and website	
16	Details of payment of Application form Fee & EMD	
17	Last 3 years' audited balance sheet (attach copies)	
18	Last 3 years' tax assessment Certificate (attach copies)	
19.	Last 3 year Turn over	
20.	Product wise detail of Quantity supplied (Minimum 3 years) 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