

**EXPRESSION OF INTEREST**

**FOR EMPANELMENT OF TRADERS /  
MANUFACTURERS OF BIOFERTILIZERS IN  
CAPSULES (As per Schedule-III) of FCO**

**FOR**

**Further Marketing through NFL**



**NATIONAL FERTILIZERS LIMITED**

**( A Govt. of India Undertaking )**

**Domestic Procurement Section**

**A-11, Sector-24, NOIDA (U.P.) - 201 301**

**Phone No : 0120-2412294, Fax No : 0120-2412218**

**CIN : L74899DLI974GOI007417**

**LAST DATE OF SUBMISSION OF APPLICATION: 27.05.2024 BY 14.30 Hrs**

**e-EOI No : 2024\_NFL\_194667\_1**

**OPENING DATE AND TIME OF APPLICATION : 28.05.2024 AT 15.00 Hrs**

**AT NFL'S NOIDA OFFICE**

**REFERENCE NO : NFL/Mktg.-D/Bio Fert Capsule/2024-25/01**

**Dated 06.05.2024**



## NATIONAL FERTILIZERS LIMITED

### EXPRESSION OF INTEREST (EOI)

#### BRIEF AND PREFACE

##### **About National Fertilizers Limited:**

National Fertilizers Limited, A Navratna Company and Public Sector Undertaking under Ministry of Chemicals & Fertilizers, is engaged in production, import and marketing of various fertilizers in the country. The company is also engaged in marketing several Agri Products that are required by farmers. All the products are marketed through Dealer's network across the country.

##### **Whom National Fertilizers Limited is looking for:**

National Fertilizers Limited is looking for prospective traders / manufacturers to do marketing of Bio Fertilizers in Capsule. The Company achieved a turnover of Rs.29616.52 Crore during 2022-23. The Company is desirous to expand its business activity in various dimensions. Company would like to increase its marketing quantum of **Bio Fertilizers in Capsule** in various states through its Dealer's network and intends for participation by manufacturers / traders of Bio Fertilizer in Capsule form as per schedule-III, part A of FCO. In case of traders, they have to become manufacturers at the time of supplying the material to NFL.

**NFL invites Expression of Interest (EOI)** from prospective traders / manufacturers of Bio Fertilizers in Capsule as under:

- (i) Supply of Bio Fertilizers in Capsule shall have product specification (contained in (as per Schedule-III of FCO) placed at **Annexure-1**.
- (ii) Undertake demonstration in farmer's field, educate and train NFL's Dealers and officials for its applications, usage, demonstration etc at their own risk and cost to establish the product and its efficacy.

The terms and conditions of this EOI are as follows:

1. Applying against Expression of interest (EOI) does not automatically give right to empanelment / registration.
2. NFL reserves the right to reject or accept any application received against EOI without assigning any reason thereof.
3. The validity of Agreement and the tenure shall be governed by the following:
  - (i) Any change in guideline or any new notification related to Bio Fertilizers in Capsule in FCO.
  - (ii) Compliance of all Law and Rules framed by the any State/ Central Government shall be made applicable.
4. Application of a company / firm that has been blacklisted by the Govt. of India/other PSUs / any Ministry /Agency of Govt. of India/Any State Govt. Department shall be rejected.
5. This Expression of Interest (EOI) is a request for a pre-qualification proposal only and is issued with no commitment.

6. Timing and sequence of events resulting from this EOI shall ultimately be determined by NFL.
7. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, shall be disqualified from the process at any stage.
8. For all the EOIs received before the stipulated last date and time of submission, the proposals and accompanying documentation of the EOI will become the property of NFL and will not be returned after opening.
9. Traders have to become manufacturers at the time of supplying material to NFL.
10. Eligibility shall be based on the submission of documents and satisfactory acceptance of NFL requested as per **Annexure-2**.

It is requested to submit their most competitive price offers on FOR basis from time to time/ season to season for various states. The details of activity that shall be performed by them as under:

11.
  - a) Suppliers have to source all required in-puts of production of Bio Fertilizers in Capsule and deliver finished goods in dealers destinations. All costs have to be on account of Empanelled Bio Fertilizers in Capsule parties.
  - b) Packing shall be arranged by parties at their own cost. The product shall be branded and labeled under the provisions of FCO and as per state agriculture guidelines, regulations and permissions.
  - c) The Supplier shall provide required leaflets, information brochures indicating the use of such products, its dosages and the safety measures to be taken for its use in the places of trials. The literature shall be preferably in English and Hindi.
  - d) No force selling/tagging of the product shall be done in the market. They shall ensure that they put all their marketing efforts for product promotion and its acceptability.
  - e) **Quality:** Product should be in conformity with the provision/specifications as laid down in FCO (Fertilizer Control order) and amendments made time to time, NFL shall be within its right to check the quality of Product randomly in the premises of Empanelled Supplier before dispatch, at Dealer's point and in the field. These samples shall be analyzed by the NFL in its units located in Nangal/ Bathinda/ Panipat/ Vijaypur or from any Government approved / NABL Accredited Reputed laboratory. In case samples are checked in NABL Accredited reputed laboratories, the cost of testing shall be on account of Supplier. NFL shall have full right to reject the entire consignment so received in the field for any deviations in quality as detected by NFL and/ or any NABL Accredited Lab/State/ Central quality inspection authority under FCO. The quality so determined shall be final and binding on the Supplier. In the event of such rejection, the penalty damages and loses as suffered by the NFL/its Dealer shall be deposited by the Supplier with NFL. In the event the Supplier fails to deposit the above amount, the same shall be adjusted from pending payments and current un-paid invoices of Supplier. The cost of litigation, in case of sample failure, on Dealer's account shall also to be borne by Supplier.

Packed finished goods are to be supplied to NFL or its Dealers on FOR basis upto desired destinations/ Dealer's point/ any other location to be identified by NFL in any given state.

- g) Supplier shall place material (Bio Fertilizer Capsule) at Dealer's end.
  - h) In case placed Bio Fertilizers in Capsule does not get sold at Dealers point on account of any reason such as adverse market condition, crop failure or based on economic scenario, suitable corrective commercial aspects have to be extended for liquidating unsold goods.
  - i) Since Bio Fertilizers in Capsule is a new product for NFL, NFL's fields staff training, Dealer's training, the farmer's education and field demonstration is required to understand the effect and efficacy of the product. The suppliers of Bio Fertilizers in Capsule parties have to undertake field demonstration and training activities in various states.
  - j) The cost and risk associated with the activities indicated at (i) above shall be on account of the suppliers. Leaflets, literatures, banners and any other material that may be required for promotion have to be provided by parties at their cost.
12. Licensing and documentations:
- a) The suppliers have to arrange for necessary permission from concerned states.
  - b) They have to furnish all necessary documents to NFL that may be required for obtaining license/ permission from various states for its marketing in various states.

Application to be submitted as per format attached at **Annexure-4** in the e-portal as per instructions placed at **Annexure-7**.

**Business Model:**

The Business Model to be followed is as under:

- (i) The Supplier would supply Encapsulated Bio Fertilizers approved under FCO as recommended by DoF to NFL under NFL branding for marketing through its own network.
- (ii) The contract period is for two years-Initial try period of contract shall be 6 months which will be extended for 1.5 years subject to market/farmers acceptances of the products.
- (iii) Total annual Quantity is non bindable. NFL shall have no commitment for volumes to be sold through its network and sales shall depend upon their product strength and market acceptability. The MRP will be as per the Supplier, subject to product potential and market acceptance.
- (iv) Percentage of Total Gain will be 30% on total sale proceeds (of MRP). Out of which Dealer gain will be decided by the NFL for product promotion.
- (v) Quantity: There is no commitment of quantity. Quantity shall be adjudged based on sales potential, price sensitivity and farmer's acceptance. Material shall be placed by the Supplier at NFL dealers point on FoR (Free on Road) basis.
- (vi) All quality aspects to be taken care by the Supplier.
- (vii) Unsold materials, if any, after expiry will be replaced by the Supplier with same quantity at its cost.
- (viii) No force selling/tagging of the product shall be done in the market.



The Supplier will replace the damaged/poor quality materials at its cost.

**GLORIOUS YEARS** (ix) The Supplier will provide 'O' Forms as per requirement.

- (xi) The Supplier will provide training to NFL marketing team, Dealers & Farmers about the product, how to use, its benefits etc. at its cost.
- (xii) The Supplier will fix MRP in consultation with NFL based on product potential and an acceptance by the farmers. The price will be the same to that offered by them to their other dealer network for the same product.
- (xiii) **Payment Terms:**
  - Payment to be made to the Supplier within 15 days from the date of sale of the product to the farmers.
  - Compensation, whatsoever and for any reasons (including return of unsold stocks, packing cost, transportation etc.), shall not be payable to the Supplier.

**Other Terms:**

**1.00 Confidentiality and Trademarks**

Both, parties shall treat and keep confidential any propriety business information of any nature or kind (verbal, written, or soft version) that one party may receive from the other party, and nothing set out in the Purchase Contract shall constitute (or be deemed to constitute) as the granting of a license or similar rights to Buyer of the trademarks or any other intellectual property rights relating to the Products.

**2.00 Breach and Termination**

Without prejudice to waiver of either Party's right forthwith to determine the Purchase Contract, if a party commits breach or non-observance of the provisions of Purchase Contract and fails to remedy such breach within thirty (30) days after being notified in writing by the party not in breach to do so, the party not in breach shall have the right to terminate the Purchase Contract without prejudice to all other rights, the party not in breach may have.

### Settlement of Disputes / Arbitration:

**(i) For Indian Parities:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the Supplier invoking arbitration to National Fertilizers Limited through Chairman & Managing Director, NFL

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

The seat and venue of arbitration shall be New Delhi.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

**(ii) For CPSEs and Government Department:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income tax, Customs & Excise Department, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.5/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and decision of AMRCD on said dispute will be binding on both the parties.



**4.00 FORCE MAJEURE:**

Neither party shall be considered in default in performance of its/his obligations under this contract, if such performance is prevented or delayed due to war, hostilities, revolution, civil commotion, lock-out, strike, go-slow, labour disturbance (lasting more than ten consecutive days), epidemic/pandemic, fire, or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

The effected party shall give notice of force majeure to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.

The time for performance of the respective obligation suspended by the force majeure shall stand extended by the period(s) for which such conditions of force majeure last.

Should one or both parties be prevented from fulfilling their contractual obligations by an act of force majeure for longer than 60 days, the other party has right to terminate either this contract upon written notice of 15 days to the non performing party or mutually decide to the extend the duration of this contract.

- 5.00** Bidder shall deliver the product(s) to NFL in the packing conforming to the provisions of Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules, 2011 and any amendment or re-enactment thereto and shall comply with all the requirements/compliances as prescribed under the provisions of the said Act/Rules.

**Products requirement and specification as per FOC, Amended upto**

**November'2023**

<b>Rhizobium</b>		
Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material/ or per gram of capsule content in gelatin base or $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.0-7.0
04	Efficiency character	Should show effective modulation on all the species listed on the packet and there should be minimum 25% increase in dry matter yield in test plant, after 25 days after sowing (DAS) when tested as per the method given under controlled conditions.

<b>Azotobacter</b>		
Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material/ or per gram of gelatine base capsule content in or $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.0-7.0
04	Efficiency character	The strain should be capable of fixing at least 10mg of nitrogen per gram of sucrose consumed

<b>Azospirillum</b>		
Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material/ or per gram of gelatine base capsule content in or $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.0-7.0
04	Efficiency character	Formation of white pellicle in semisolid Nitrogen free Bromothymol blue media

**Potassium Mobilising Biofertilisers (KMB)**



Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material/ or per gram of gelatine base capsule content in or $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.0-7.5 for liquid base or capsule in gelatine base
04	Efficiency character	The strain should be capable of solubilizing at least 20mg/ ltr of Potash in liquid broth when tested as per the method given using Aluminium Potassium Silicate as K source.

#### Zinc Solubilizing Bacteria

Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material/ or per gram of gelatine base capsule content in or $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.0-7.0 for carrier based in the form of powder or granule and 5.0-7.5 for liquid base
04	Efficiency character	The strain should be capable of solubilizing at least 20mg/ ltr of Zinc in liquid broth when tested as per the method given using Zinc Oxide/ Zinc Carbonate/ Zinc Phosphate as Zinc source.

#### Acetobacter

Sl No	Particular	Details
01	Total viable count	CFU minimum $5 \times 10^7$ cell per gram of powder, granules or carrier material or per gram of capsule content $1 \times 10^8$ cells per ml of liquid
02	Contamination level	No contamination at $10^5$ dilution
03	pH	5.5-6.0 for moist/ dry powder, granulated or carrier and 3.0-6.0 for liquid
04	Efficiency character	Formulation of yellowish pellicle in semi solid medium N free medium.

**TECHNICAL CRITERIA FOR EMPANELMENT:**

1. Traders / Manufacturers of Bio Fertilizers in Capsule are eligible to participate against this EOI.
2. The trader / manufacturer should have their product analysis report duly certified by any Agriculture University/ State Agriculture Department/ any Government Laboratory.
3. The trading / manufacturing unit / group of units should have minimum manufacturing and marketing of Bio Fertilizers in Capsule for 1,000 capsules (all grades indicated in Annexure-1 taken together) during last 36 months ending 31.03.2024.

Note: **Certificate from Auditors** has to be up-loaded indicating the actual quantity manufactured and / or marketed as per point no-3 above.

**Scanned Documents to be up-loaded in e-portal which is the eligibility criteria for qualifying the EOI in addition to the Technical criteria indicated above:**

1. Certified copies of Partnership deed/Memorandum & Articles of Association/Bye laws/certificate of registration as the case may be
2. Copy of product analysis as per point no-2 above in Technical Criteria.
3. Copy of valid Fertilizer Registration Certificate (FCO) in various states.
4. Auditors certificate as per point no-3 of Technical Criteria.
5. Acceptance of Terms and Conditions of EOI. Please sign and stamp all pages of the EOI.
6. Duly filled in application Form (Annexure-4).
7. An affidavit duly notarized as per Annexure-5
8. Duly signed and stamped Integrity pact as per Annexure-6.
9. Copy of PAN and Copy of GSTIN No.
10. Copy of Aadhar Card latest downloaded in case of proprietor/ partner ship company.
11. ITR copy of last 03 years.

**Physical Verification (Optional):**

The Bio Fertilizers in Capsule units who shall be applying against the invitation shall be visited by NFL officials at their Works and/or Offices to ascertain the overall manufacturing process, to verify the claims on various aspects of applicant against which documents were submitted for qualification.

In the event during verification deviations are noticed by NFL officials with reference to documents/ operation of units or any other aspects for which the applicant have submitted their documents shall be rejected without any further reference.

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Phase wise implementation of the products

Sl No	Particular	State
01	Zonal Office Bhopal	Madhya Pradesh, Chhattisgarh and Maharashtra
02	Zonal Office Lucknow	Uttar Pradesh, Bihar, Jharkhand and West Bengal
03	Zonal Office Chandigarh	Punjab, Haryana and Rajasthan
04	Zonal Office Hyderabad	Andhra Pradesh, Telangana, Karnataka and Tamil Nadu



GLORIOUS TOARS

Annexure-4

Date : \_\_\_\_\_

Dy. General Manager (Mktg.-Domestic),  
National Fertilizers Limited,  
A-11, Sector-24,  
Noida-201301,  
Gautam Budh Nagar, (U.P.)

Dear Sir,

**Sub: Application for Empanelment of Bio Fertilizers in Capsule for Different States.**

**I. GENERAL**

1. Name, address & Email Id of the firm: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Office Telephone No : \_\_\_\_\_
3. Office Fax No : \_\_\_\_\_
4. Year of establishment : \_\_\_\_\_
5. Constitution of the firm : Proprietorship/Partnership/Pvt. Ltd.  
Co/Public Ltd. Co /Co-operative
6. Name & e-mail ID of the contact person: \_\_\_\_\_
7. Phone No of contact person :
  - a. Office \_\_\_\_\_
  - b. Residence : \_\_\_\_\_
  - c. Mobile : \_\_\_\_\_
8. Name & address of your unit/units : \_\_\_\_\_
9. Licensed capacity vis a vis actual production (unit wise) : \_\_\_\_\_
10. Units-wise area of operation at present : \_\_\_\_\_
11. Product Offered : Please indicate the name of products  
 offered against the list detailed in Annexure-1



12. Facility for inspection of material at each of the above units : **Yes / No**  
If No, explain the methodology of inspection. \_\_\_\_\_

13. List of third party inspection agencies  
Available near each unit. \_\_\_\_\_

14. Details of event of sample failure/sample seized by State/Central Govt. or any Statutory Authority in preceding three financial years : **Yes / No**  
If yes, please give reasons & details.

15. Enlistment/ Registration with Inspection Agency : **Yes / No**  
If yes, give details.  
In case of sample failure as indicated above, the tender may be liable for disqualification at sole discretion of NFL

I / We hereby solemnly declare that the Proprietor/Partner/Director of this Firm/Company mentioned at S.No.'s is/are common/not common (Strike off whichever is not applicable) with any other firm/Company, who has applied for technical qualification against same advertisement. In case of common proprietor/Partner/Director in other firm who has also applied for technical qualification against same advertisement, please mention the name of firm/firm's.

I/WE certify that all information furnished by me / us is correct & true and in the event that the information given is found to be incorrect / untrue, NFL reserves the right to disqualify us without giving any notice or reason thereof.

(Signature & Seal)  
(Proprietor / Authorized Signatory)

**An affidavit duly notarized**  
**(Rs.100/- non Judicial Stamp Paper)**

Sister/group/associates Company/Concern:

The prospective applicants having any common Partners/Directors/Managing partners etc. or having any other common criteria shall be considered as Sister / Group / Associates Company. In such cases, only one of them will be eligible for participating against the current invitation. Applicant has to submit a declaration in the form of **an affidavit duly notarized**, stating:

- (a) That no other Firm/Sister concern/Associate belonging to the same group is participating/submitting this tender.
- (b) That the Applicant, their associates, Sister concerns etc. have not been black-listed/de-listed or are put on holiday by any Institutional agency/Govt. Dept./Public sector undertaking in the last two years.
- (c) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the SELLER without any lapses.

(Signature & Seal)  
(Proprietor / Authorized Signatory)

**INTEGRITY PACT**

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the Tenderer and NFL.)

National Fertilizers Limited (NFL) hereinafter referred to as "The Principal"

AND

\_\_\_\_\_ hereinafter referred to as "The Tenderer/Contractor"

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for supply of **BIOFERTILIZERS IN CAPSULES (E-tender ID: \_\_\_\_\_)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1: Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2: Commitments of the Tenderer(s)/Contractor(s)**

1. The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Tenderer(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Tenderer(s)/Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Tenderer(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Tenderer(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
- e. The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### Section 6: Equal treatment of all Tenderers/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### Section 7: Criminal charges against violation Tenderer(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.




### Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

### Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

  
असित कुमार घोष / ASIT KUMAR GHOSH  
उप महाप्रबंधक (विपणन) / Dy. General Manager (Mktg.)  
नेशनल फर्टिलाइजर्स लिमिटेड  
National Fertilizers Limited  
केन्द्रीय विपणन कार्यालय / Central Mktg. Office  
ए-11, सेक्टर-24, नोएडा-201301  
A-11, Sector-24, Noida-201301



**Section 10: Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:  
 "The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

असित कुमार घोष / ASIT KUMAR GHOSH  
 उप महाप्रबंधक (विपणन) / Dy. General Manager (Mktg.)  
 नैशनल फर्टिलाइजर्स लिमिटेड  
 National Fertilizers Limited  
 केन्द्रीय विपणन कार्यालय / Central Mktg. Office  
 ए-11, सेक्टर-24, नोएडा-201301  
 A-11, Sector-24, Noida-201301

(Signatures & Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

(For & on behalf of Tenderer/Contractor)

(Signatures & Office Seal)

Witness 1:  
(Signatures, Name & Address)

एन. सी. मोर्या / N. S. MORYA  
 उप प्रबंधक (विपणन) /  
 Deputy Manager (Mktg.)  
 के.वि.का., नोएडा / CMO, Noida

Witness 1:  
(Name & Address)

Witness 2:  
(Signatures, Name & Address)

डॉ. ज्योति गुल / Dr. Jyoti Gul  
 डी.ए. मॅग. (MKTG) /  
 NPL, Noida

Witness 2:  
(Name & Address)

**Instructions to Tenderers**

**1. Mode of Tendering:**

National Fertilizers Ltd intends to empanel suppliers of Bio Fertilizers in Capsule to be marketed under NFL's brand in various states for 02 years through e-tender in one bid system. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors of PP Thread with NFL will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Price Bid of technically qualified parties shall be opened electronically.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

a) **M/s. National Fertilizers Limited-Noida**

Name-Shri A K Ghosh, Dy. General Manager (Mktg.-Domestic) Contact No.- +91-9871577912 Email – akghosh@nfl.co.in	Name-Dr. Jyoti Goel, Dy. Manager (Mktg.) Contact No.- +91-9717908855 Email – jyotipande21@nfl.co.in
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b)

Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315**.

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with forfeiture of EMD and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of NFL.
3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
4. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

#### 6. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, and tender opening is detailed in NIT. Any corrigendum/amendment shall be published on the above mentioned website.

**Note:** After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

#### 7. REGISTRATION AT CPP Portal

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### 8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### 9. PREPARATION OF BIDS AT CPP Portal

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### 10. SUBMISSION OF BIDS AT CPP Portal

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard SoR format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the SoR file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online mode, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**11. ASSISTANCE TO BIDDERS FOR CPP Portal**

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**12. Tender Opening:** The tenders will be opened electronically by NFL from Noida office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall only be allowed to participate in the Reverse Auctioning.

13. NFL reserves the right to reject or accept any tender without giving any reason.

**14. Important Dates**

The following is an indicative timeframe for the overall process. NFL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	NFL/Mktg.-D/Bio Fert Capsules/2024-25/01
Tender Title	<u>Empanelment of suppliers of Bio Fertilizers in Capsule for marketing in different states.</u>
Date of Publishing of RFP	06.05.2024 at 10:00 hrs
Documents Download Start Date & Time	06.05.2024 at 10:05 hrs
Date and Time of Bid submission start	06.05.2024 at 10:05 hrs
Bid submission last date & time	27.05.2024 at 14:30 hrs
Bid opening and Application opening date & time	28.05.2024 at 15:00 hrs
Place of Opening of Bids	NFL's Corporate office at Noida
Contact Persons for any clarifications / Submission of Bids	Shri A K Ghosh / Dr. Jyoti Goel
Contact Numbers	0120 2412515, Fax: 0120-2412218

*NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the suppliers by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.*



15. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.

16. Any clarifications on procedure, tender specification both technical and commercial can be had from above mentioned address / e-mails at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
17. All information sought by NFL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of NFL within stipulated time shall entitle NFL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays shall rest on NFL.