



राष्ट्रीय बागवानी अनुसंधान एवं विकास प्रतिष्ठान
National Horticultural Research & Development Foundation

National Horticultural Research and Development Foundation (NHRDF)
Bagwani Bhawan, Plot No. 47,
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INVITES

Expression of Interest

For

Appointment of Channel Partners for Project Implementation and Distribution / Marketing of Products / Services of NHRDF for Horticulture, Agriculture and allied activities to Central/State Governments/Government Agencies/Organizations/FPOs/Farmers and other Buyers in India and Abroad.

EOI REF. NO.: NHRDF/HO/EOI Partner /2023-24/3952

Dated: 07/12/2023

Chief Executive Officer

NOTICE OF DISCLAIMER

- i. The information contained in this EOI or subsequently provided to intending applicants whether verbally or in documentary form by or on behalf of National Horticultural Research and Development Foundation (hereinafter referred to as “NHRDF”) or any of its employees or officers (referred to as “NHRDF Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- ii. No part of this EOI and no part of any subsequent correspondence by NHRDF, or NHRDF Representative shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate applicants having the authority to enter into and approve such agreements.
- iii. This EOI document has been prepared solely to assist prospective applicants in making their decision to get proposed work with NHRDF. NHRDF does not purport this information to be all- inclusive or to contain all the information that intending applicants may need to consider in order submitting the EOI. The data and any other information wherever provided in this EOI document is only indicative and neither NHRDF, nor NHRDF Representative, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to intending applicants, whether or not the aforesaid applicants know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- iv. Neither NHRDF nor NHRDF Representative make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested applicants are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Intending applicants have to undertake their own studies and submit their EOIs.
- v. This EOI documents is provided for information purposes only and upon the express understanding that such applicants will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information in relation to which it is being issued.
- vi. The information and statements made in this EOI document have been made in good faith. Interested applicants should rely on their own judgments in participating in this tender process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- vii. Recipients of this document should inform themselves of and observe any applicable legal requirements. NHRDF makes no representation or warranty and shall incur no liability under any law, statue, rule or regulations as to the accuracy, reliability or completeness of the EOI Document.

- viii. NHRDF reserves the right to reject all or any of the applications submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- ix. All Intending applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NHRDF may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful applicants will have no claim whatsoever against neither NHRDF nor its employees, officers.
- x. NHRDF reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to the EOI will be notified to all the intending applicants to whom the EOI is issued. Mere submissions of an application do not ensure selection of the applicant as Successful Applicant.

National Horticultural Research and Development Foundation (NHRDF), established on 3rd November, 1977 under Societies Registration Act, 1860 having its head office at Bagwani Bhawan, Plot No. 47, Institutional Area, Pankha Road, Janakpuri, New Delhi - 110058, hereby invites Expression of Interest (EOI) for appointment of Channel Partners for Project Implementation and Distribution and Marketing of NHRDF Products and Services for Horticulture, Agriculture and allied activities to Central/State Governments/ Government Agencies/Organizations/FPOs/Farmers/ Other Buyers in India and Abroad (hereinafter called as “Customer” or “Customers” as the case may be). The details of items covered under this EOI are as under:

1. List of Products and Services Covered under EOI:

- i. All types of seeds of Fruits & Vegetables (Hybrid & OPV) and other horticulture planting material.
- ii. Products and Services related to Onion and Garlic and other specialized products of NHRDF including Bio Agri Inputs.
- iii. Products and services related to any Horticulture, Agriculture or allied activities as per requirement of the customers.
- iv. Any specialized Projects and Services for value addition to any Horticulture, Agriculture produce or allied activities.

2. Scope of Work:

- i. The supply order shall be collected by Channel Partner on behalf of NHRDF. The supply shall be made directly to the customer by NHRDF according to the supply terms & conditions mentioned in the supply order and Channel Partner shall be informed about the dispatches made.
- ii. Channel Partner will be responsible for the timely realization of payments. If the Channel Partner fails to realize payment from the customer, he shall be responsible for the same and NHRDF reserves the right to recover the same from the Channel Partner.
- iii. Cut-off date of recovery from buyer / customer shall be three months from the invoice issue date or as decided.
- iv. The payout to the Channel Partner will vary from product to product on case-to-case basis and will be decided at the time of signing the agreement.
- v. The Channel Partner shall work in coordination with NHRDF officials of concerned Center and the claims/payout to the Channel Partner shall be accepted only after verification by the concerned Center.
- vi. In case the Channel Partner arranges orders of NHRDF products directly in favor of NHRDF with prior intimation/approval, then also he shall be entitled to get payout as per mutually decided terms and conditions.
- vii. Return of sales clause shall be mutually decided on case-to-case basis and shall be a part of customer service agreement.
- viii. In case of delayed payment, buyer/customer shall be liable for payment of interest as mentioned in the agreement with him.
- ix. Channel Partner may also market its own products through NHRDF on service charge basis subject to thorough checking and verification of quality and genuineness of the products. In such cases, the supplies will be done directly by the Channel Partner on time as per agreed terms and conditions.
- x. Channel Partner may also propose Project(s) in Horticulture, Agriculture and allied activities that bring mutual benefits to parties and value addition as a whole. If approved by NHRDF, the project shall be executed by the Channel Partner or through SPV as a Project Implementation Agency in India or Abroad as per mutually agreed the terms and conditions.

3. Business Cycle Year:

The business year shall be from 1st April to 31st March consisting of following seasons:

- | | | | |
|------|-----------------------|---|---|
| i. | Kharif Season | : | 1 st April to 30 th September |
| ii. | Rabi & Summer Season: | | 1 st October to 31 st March |
| iii. | All Seasons | : | 1 st April to 31 st March |

4. Categories of Eligible Applicants:

Sr. No.	Applicants Category	Approving Authority
i.	Sole Proprietary Firm	Registrar of Firms
ii.	Partnership Firm	Partnership Deed
iii.	Private Limited Company & Public Limited Company	Registrar of Companies (ROC)
iv.	Sale and Purchase Co-operative Society/Sangh	Registrar of Cooperative Societies of the State
v.	Sale and Purchase Multistate Co-operative Society/Sangh	Central Registrar of Cooperative Societies.
vi.	Farmers Producers Organization/ Company (FPO/FPC)/Federation	Small Farmer Agri business Consortium. (SFAC)/DA&FW/NABARD/NCDC/ NAFED

5. Pre-qualification Criteria for Applicants:

- Certificate of Incorporation/ Registration as Manufacturer/Authorized Supplier Agreement/Selling Licenses as may be required.
- Proof of average annual turnover of Rs. Two (2) crore during the last three financial years or Startup India Certificate.
- Minimum Three (03) years experience of supplies of similar products whereas in case of Start Ups minimum experience should be of one (01) year.
- Valid Manufacturing License of respective products from concerned Government Departments/Authorities /License for selling of listed products.
- Organic Certification (if any).
- ISO Certification (if any).
- Company's PAN and GST number.
- The prospective applicant should not have been blacklisted/banned by any Central/ State Government Departments/PSUs/Autonomous Bodies/other govt agencies.

6. Documents Required:

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

- Request letter for appointment on company's letter head dully signed and stamped. **(Annexure-I)**
- Demand Draft/ NEFT of **Rs.5,000/- + GST** (as applicable) in favour of National Horticultural Research and Development Foundation, New Delhi and payable at New Delhi towards **EOI Document Fee** (Non- Refundable).
- Undertaking for not having been blacklisted/banned by any Central/ State Government Departments/PSUs/Autonomous Bodies. **(Annexure-II)**
- Copy of EOI document duly signed and stamped on each page as a token of unconditional

- acceptance of all terms and conditions/clauses.
- (v) Documentary evidence of Certificate of Incorporation/Registration.
- (vi) Certificate of Registration of respective products.
- (vii) Registration of Manufactures/Authorized Supplier Agreement and Licenses to sell the products mentioned in Application Form.
- (viii) Documentary Evidence of Organic Certification if available
- (ix) Copy of Company's PAN and GST Certificate.
- (x) Supply order/Performance Certificate in support of past performance.
- (xi) Audited Annual Accounts of last three financial years or Start Up Certification.
- (xii) Any other document as required by NHRDF.

7. Security Deposit:

Upon selection, the Selected applicant will have to deposit an Interest Free Security Deposit of Rs. 1,00,000/- (One Lakh Only). The Security Deposit shall be in favour of National Horticultural Research and Development Foundation. Selected applicant shall not receive any interest on the Security Deposit paid to NHRDF. Security will be refunded upon termination of association after agreed period. However, in case of breach of agreement, security may be forfeited. Security Deposit shall be made in the NHRDF account as per details given below.

In Favour of	: National Horticultural Research & Development Foundation
NHRDF Account Number	: 5122101002629
Name of Bank	: CANARA BANK
IFSC Code	: CNRB0005122
Address of Bank	: DELHI JANAKPURI, D BLOCK BRANCH NEW DELHI-110058.

8. Submission of Expression of interest:

- i. Interested applicants may download application form for Expression of Interest document from www.nhrdf.org 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.
- ii. The Expression of Interest must contain the Name, Designation and place of Business of the person with Phone and Mob. Nos. of person making the Expression of Interest and must be signed and sealed by the Authorized Signatory with his usual signature.
- iii. The signatory of the EOI should be authorized to sign and submit the EOI to bind the Company/Firm in the matter must sign Expression of Interests with the legal name of the Company/Firm.
- iv. Each page of EOI must be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.

9. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to Additional Director, National Horticultural Research and Development Foundation (NHRDF) Bagwani Bhawan, Plot No. 47, Institutional Area, Pankha Road, Janakpuri, New Delhi - 110058 and the request for empanelment along with duly filled in Annexures and all the required documents should be sent by Registered Post or put in The Box placed at the reception of NHRDF, HO, New Delhi-110058.

10. General Terms & Conditions:

- i. NHRDF reserves the right to accept or reject any offer of Expression of Interest received from the Applicants without assigning any reasons whatsoever.
- ii. Final selection of Channel Partner from amongst the applicants will be done at the discretion of NHRDF and the decision of NHRDF shall be final and binding in this regard.
- iii. Selection of the applicant at no point of time guarantees any award of work by NHRDF and the Distributor who fails to get the opportunity shall not have any right to claim any damages whatsoever against NHRDF.
- iv. The prospective Channel Partner may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The selected applicant will have to enter into agreement as devised by NHRDF to fully protect NHRDF's overall interests and also the interests of the prospective buyers.
- v. The prospective Channel Partner can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by the them, if deemed necessary.
- vi. The selected Channel Partner, whose quotation/offer is accepted by NHRDF for quoting further against tenders of buyers, shall not participate and submit any other offer directly/indirectly or through any other PSU/Company in the same tender.
- vii. All details and terms and conditions of this document shall have to be considered by the prospective Channel Partner in totality.
- viii. NHRDF service charges may vary from product to product which shall be decided at the time of agreement.
- ix. The own products offered for sale by the Channel Partner should be covered under relevant Control Order or relevant Act and latest Guidelines of GOI/State Concerned.
- x. The validity of this Panel shall be initially for two years which may subsequently be extended for a further period of one year at the sole discretion of NHRDF. NHRDF also reserves the right to reduce the validity of the panel at their sole discretion.
- xi. The selected Channel Partner shall ensure compliance of all the Government Regulations/Conventions/Policies/Guidelines/Orders etc. issued from time to time and in force related to any or all of the products/activities covered.
- xii. The applicants who are selected as Channel Partner by NHRDF would be individually notified after the completion of the process.
- xiii. NHRDF reserves the right to remove any Channel Partner their sole discretion without assigning any reason thereof.
- xiv. This EOI invitation shall be valid upto 31st March, 2024.

11. Ownership of EOI Documents and Information therein:

All Expression of Interest documents will become the property of NHRDF upon submission. Where the prospective Channel Partner believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Channel Partner 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 NHRDF, will give effect to the prospective Channel Partner stated wishes, and requests for access to such information will be determined by NHRDF.

12. No Contractual Obligation:

NHRDF is not bound contractually or in any other way to any prospective Channel Partner to this Expression of Interest. NHRDF is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any cost incurred by the prospective Marketing Partners for this Expression of Interest whether or not NHRDF 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.

13. Indemnity:

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

14. Execution of Agreement:

Separate specific agreements post award of work shall be executed between NHRDF and the Applicant on Non-Judicial Stamp Paper of Rs. 100/-. The terms and conditions enumerated in the EOI shall form the part of the agreement. NHRDF 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.

15. Force Majeure:

- i. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Channel Partner 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 5 (five) 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.
- ii. Unless otherwise directed by the Customer in writing, the Channel Partner 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.
- iii. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.
- iv. The decision of NHRDF on determination of Force Majeure shall be final and binding upon Channel Partner/Customer

16. Notices:

Any notice, request, or consent made pursuant to this Agreement 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 Applicants. 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.

17. Applicable Law Jurisdiction and Dispute Resolution:

- i. The EOI document shall be constituted and the legal relation between the applicants 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 applicants.
- ii. All or any disputes arising or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the applicants 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/modification thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi, India and the language of arbitration shall be English.
- iii. Nothing contained in this clause shall prevent the NHRDF from seeking interim injunctive relief against the intending Applicant in the courts having jurisdiction over the applicants.

18. Disclaimer:

The issue of this document does not in any way commit or otherwise obliges NHRDF 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 NHRDF and prospective Manufacturer/Supplier. NHRDF may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective applicants.

19. Interpretation of the clauses In this EOI:

In case of any ambiguity/ dispute in the interpretation of any of the clauses of this EOI, NHRDF's interpretation of the clauses shall be final and binding on successful applicants.

20. Integrity Pact:

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

21. Holiday Listing:

NHRDF's policy for Holiday-Listing, which is available on the website of NHRDF must be acceptable to the applicants. Notwithstanding anything contained in this EOI 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, NHRDF 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.

APPLICATION FORM FOR APPOINTMENT OF CHANNEL PARTNERS

(TO BE SUBMITTED ON LETTER HEAD)

To,

The Additional Director
National Horticultural Research and Development Foundation (NHRDF)
Bagwani Bhawan, Plot No. 47,
Institutional Area, Pankha Road, Janakpuri,
New Delhi - 110058

Subject: Appointment of Channel Partners for Project Implementation and Distribution and Marketing of Product and Services for Horticulture, Agriculture and allied activities of NHRDF to Central/State Governments/Government Agencies/Organizations/FPOs/Farmers and other buyers in India and Abroad.

Dear Sir,

Please refer to your EOI advertisement published on dated /on NHRDF website inviting application for appointment of Channel Partners for project implementation and distribution and marketing of **Product and Services for Horticulture, Agriculture and allied activities**. As required by the EOI documents, we hereby submit our application as under: -

PART -A

• **Name of Products and Services for which EOI is invited:**

- i. All types of seeds of Fruits & Vegetables (Hybrid & OPV) and Horticulture planting material.
- ii. Products and services related to Onion and Garlic and other specialized products of NHRDF including Bio Agri Inputs.
- iii. Products and services related to any Horticulture, Agriculture or allied activities as per requirement of the customers.
- iv. Any specialized Projects and Services for value addition to any Horticulture, Agriculture produce or allied activities.

PART -B

Sr. No.	Particulars	Information
1.	Name of Company/ Legal Entity	
2.	Registered and Correspondence address	
3.	Type of Legal Entity (Pvt. Ltd/ Public Ltd/ Partnership Firm) Attach documentary evidence	
4.	Documentary evidence of Certification of Incorporation/Registration	
5.	Self-attested copy of Memorandum and Articles of Association of Company, if applicable.	

6.	Self-attested copy of Partnership Deed of the firm issued by the concerned statutory authority, if applicable	
7.	Board resolution/Authorization letter in favour of Authorized Signatory duly signed by the Competent Authority.	
8.	Name & Designation with attested specimen signature of the Authorized Signatory.	
9.	Contact Person with Designation, Mobile and Landline number, e-mail ID and Website.	
10.	Name of Chief Executive/Directors	
11.	PAN No. (Attach copy)	
12.	GST No. (Attached copy)	
13.	Manufacturing/Supplying/Technology License of the products applied for.	
14.	Documentary evidence showing the products manufactured and installed capacity, if applicable	
15.	Organic Certificate, if any	
16.	ISO Certificate, if any	
17.	Financial Status of the Company (Attach Banker's Certificate)	
18.	Name & Address of Banker	
19.	Details of payment of Application Fee	
20.	Last 3 years'/1 years' [as applicable] Audited Balance Sheet (attach copies)	
21.	Last 3 years' /1 years' Tax Assessment Certificate [as applicable] (attach copies)	
22.	Last 3 years'/1 years [as applicable] Turn over Year wise	
23.	Product wise detail of Quantity supplied (Minimum 3 years or 1 years as applicable). Attached documentary proof.	
24.	Undertaking whether blacklisted by Central/ State Government Departments, Public Sector/Quasi-Government Undertakings.	

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

We certify that all the information furnished by us herewith is correct and true. In the event that the information given is found to be incorrect / untrue, NHRDF reserves the right to disqualify us or terminate our contract.

Thanking you,

Yours faithfully,

(Authorized Signatory)
(Name & complete address of applicant along with seal)

(ON COMPANY'S LETTER HEAD)

ANNEXURE II

DATE _____

The Additional Director,
National Horticultural Research and Development Foundation
Bagwani Bhawan, Plot No. 47,
Institutional Area, Pankha Road,
Janakpuri, New Delhi - 110058

SUB.: UNDERTAKING TOWARDS NOT BEING BLACKLISTED.

Dear Sir,

We, _____(**Name of the Organization**), hereby confirm and acknowledge that we have neither been blacklisted nor banned for participation in Tender process by any Central / State Government Departments / PSUs / Autonomous Bodies for Distribution and Marketing of **Products and Services for Horticulture, Agriculture and allied activities** to Central / State Government Departments / Agencies / Organizations / FPOs / Farmers or other buyers

Thanking You

Yours faithfully

Authorized Signatory)
(Name and Signature of the
authorized Person Along with seal)