


**EXPRESSION OF INTEREST FOR EMPANELMENT OF SUPPLIERS
FOR CALCIUM NITRATE PLAIN AND BORONATED**

The Himachal Pradesh State Cooperative Marketing & Consumer's Federation Limited, Shimla invites Expression of Interest from Original Manufacturers (OMs)/Suppliers for empanelment of supply of **either Calcium Nitrate Plain or Calcium Nitrate Boronated and Both** for the period of one year. The prescribed EOI forms and other documents are to be submitted by the suppliers till 20.09.2025 upto 05:00 PM at HIMFED Head Office Shimla, where after Eoi shall not be accepted. The Eoi will be opened in the Head Office of HIMFED, Shimla-171003, as per the schedule in the presence of desirous suppliers or their authorized representatives who may like to be present. Before submission of the Eoi, it must be ensured that the scanned copies of all necessary documents have been enclosed with the EOI form. Cost of Eoi document Rs 5000/- (Five thousand only) non- refundable, for each form shall be deposited through NEFT/RTGS in the saving account No. 10835924452 with State Bank of India, Kalibari Branch at Shimla (IFSC Code. SBIN0000718). The Managing Director of the HIMFED reserves the right to accept or reject any or all Eois without assigning any reason, whatsoever. Before the last date for receipt of Eoi, HIMFED may amend any of the terms and conditions of the Eoi, as may be desired. If such an amendment is necessary, the same shall be submitted as a corrigendum and will be made available only on website <https://www.himfed.com>. If the date mentioned for opening of Eoi is declared as a public holiday, the same will be opened on the next working day at the same time as mentioned in the schedule.


**Managing Director
HIMFED, Shimla-3**

1. CALENDER OF EVENTS

The following table enlists important timelines for completion of empanelment process;

S No.	Timeline	Date & Time
1.	Date of Publication of EOI (newspaper & HIMFED website)	05.09.2025
2.	Date of Submission of Eol	20.09.2025 upto 5:00 PM
3.	Submission of Cost of Eol documents.	20.09.2025 upto 5:00 PM
4.	Date of opening of Eol	22.09.2025 at 11:00 A.M.


2. SCOPE OF WORK


The Scope of work shall include supply of following item as per agreed terms:

S No.	Name of item
1.	Calcium Nitrate Plain
2.	Calcium Nitrate Boronated

3. TERMS AND CONDITIONS

1. General

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- (a) The suppliers shall have to submit the certified copies of all requisite documents, detail of Eol form, and proof of cost of deposit of Eol documents fees. All the pages of the Eol documents must be signed by authorized signatory. The Eol documents as well as other requisite documents, duly signed shall have to be submitted at HIMFED Head Office. The suppliers shall submit the EOI form & commercials along with all requisite documents in sealed envelopes marked with "EOI form for the empanelment of supplies of either Calcium Nitrate Plain or Calcium Nitrate Boronated and Both on the envelope.
 - (b) The EOI forms and commercials along with requisite documents submitted by the suppliers will be opened on 22.09.2025 at 11:00 a.m.
 - (c) No conditional Eol will be accepted.
 - (d) The supplier shall mention price of the quoted items in the format specified.
 - (e) Rates offered by the empanelled suppliers shall be fixed for one year, so that these products can be offered to the consumers/user departments on competitive pricing. Only original manufacturers/suppliers will submit the Eol however they can authorize their channel partners to supply on their behalf. The agreement shall be entered into only with original manufacturers/Suppliers.
 - (f) The procurement of all items will be subject to its quality, warranty and strictly as per demand/selection/acceptance of the consumers/user departments from the Empanelled Suppliers.

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- (g) The HIMFED may empanel more than one supplier for supply of a product keeping in view the rate, quality, and demand of such item.
 - (h) The Supplier shall have an average Turnover for the last 3 years not less than Rs. 9 Crore.
 - (i) The supplier shall supply the fertilizer on consignment as per the specifications of Fertilizer Control Order 1985 and as per the supply order/ purchase order issued by the concerned HIMFED area offices from time to time during the EOI period.
 - (j) Any subsequent change made in the Fertilizer Distribution, Control, Subsidy Policy by the Government of India and State Govt. of Himachal Pradesh would be applicable to parties.
 - (k) The material should be of fresh stock.
 - (l) Specimen signatures of the person authorized to sign the documents and agreement etc. should be attested by the Head of the company and accompanied by the authorization letter/resolution to sign the documents.
 - (m) The Empanelled Supplier shall not sell any items in the open market & Government departments below the rate offered to the HIMFED.
 - (n) If the supplier quotes simultaneously or subsequently for the supply period and during it or for any part thereof, at rates lesser than accepted by HIMFED, to any other institution/agency/cooperative society/government body or to any purchaser(s) in Himachal Pradesh, such lesser rates shall automatically become applicable in relation to supplies made to HIMFED and consequently corresponding reductions shall also become effective forthwith from the suppliers.
 - (o) If any stock left unsold after the expiry of EOI term and rates reduces in fresh EOI/Tender, in such case either the supplier will reduce their rates of remaining stocks or will lift the balance stocks to the extent of fresh finalized rates within 15 days at their own expenditure.
 - (p) HIMFED also reserves the right to cancel/reject the supply order in whole or part, if the material received at the destinations(s) is found to be sub-standard or on account of inordinate delay or any major fault on the part of the supplier(s) without any separate notice to the supplier(s). In this regard, supplier will be responsible for losses and damages, further thereof, or purchase goods from other suppliers (s) at the risk, cost and consequences of the supplier's/firm.
 - (q) HIMFED shall have right to issue supply order in phases.
 - (r) The Managing Director HIMFED reserves the right to black-list supplier from future participation in the EOIs/tenders in case of non-supply of indented quantity or sub-standard supplies.
 - (s) The Managing Director, HIMFED reserves the right to cancel/terminate EOI without

assigning any reason at any time.

- (t) The supplier shall comply with the rules, regulations and procedures of the Essential Commodities Act, 1955, the Fertilizer Control Order, 1985, the Fertilizer (Movement Control) order, 1973, the standard of weights and measures (packed commodities) Rules, 1977 and of any other law or Government Regulations for time being in force.
- (u) The supplier shall submit source certificate indicating the name of country from where the material has been imported if applicable.
- (v) The supplier shall have no right to withdraw his offer, once submitted.
- (w) Every supplier shall have to submit the following documents with EOI Form along with other documents as per the conditions of the Eol: -
- i. Signed Eol document along with EOI Form and declaration acceptance of terms & conditions.
 - ii. Documentary proof in token of having deposited the Cost of Eol Document.
 - iii. Copy of PAN card of the bidder.
 - iv. Copy of Certificate of registration under GST Act.
 - v. Signed financial undertaking as per Annexure- "I".
 - vi. In case supplier is not manufacturer of the product for which he is participating in the Eol, in that case the supplier shall have to submit Source /Country from where the product is procured/ imported/ manufactured:
 - vii. Eol forms submitted by the dealer of Original Manufacturers (OMs)/Suppliers will not be accepted.
 - viii. Copy of certificate of incorporation/registration certificate/partnership deed.
 - ix. Either Turnover Certificate (duly certified by the practicing Chartered Accountant) of the last three financial years or Audited Balance Sheet of the last three financial years.
 - x. GST Annual Returns of last three Financial Year.
 - xi. Income Tax Returns of last three Financial Year.
 - xii. An Affidavit duly notarized regarding non-conviction and blacklisting as per Annexure - "III".
 - xiii. Authorization letter by way of resolution of Board of Directors/ Partners/Proprietor authorizing a person to sign the EOI document.
 - xiv. Price list as per general condition in to be submitted by the supplier as per Annexure-I.
 - xv. HIMFED reserves the right to purchase said fertilizers from govt. companies/Institutions/cooperatives/corporation and their subsidiary mere by accepting their sale terms.

2. PRICE

- (a) The supplier shall supply the fertilizer on the rates as quoted in the EoI or subsequently negotiated and finally approved purely on consignment basis as per settled terms and conditions on FOR basis to HIMFED retail centers in Himachal Pradesh. The price quoted should be inclusive of all taxes etc. as applicable from time to time with base price + GST separately mentioned.
- (b) Apart from the above rates of fertilizers, the distribution margin, secondary freight or any other benefit/ margin to be allowed to HIMFED may also be specified clearly.

3. PERFORMANCE SECURITY.

The empanelled suppliers shall have to deposit the performance security i.e. Rs. 1 lakh through NEFT/RTGS in the saving account No. 10835924452 with State Bank of India, Kalibari Branch at Shimla (IFSC Code. SBIN0000718) before entering into agreement with the HIMFED, which can be forfeited if the successful supplier fails to make the requisite supplies within the EoI period as per the requirement or back out from their commitment as per agreement due to any reason. The performance security shall remain valid for a period of one year shall be deposited by the empanelled Manufacturers (OMs)/Suppliers.

4. RISK AND COST CLAUSE FOR FAILURE TO SUPPLY.

In case any supplier fails to supply fertilizers as per specified schedule as indicated in the supply order or non supply of material in time or supplying material not conforming to FCO specifications/standards including Packaging and Labeling Act and Weights and Measures (Packaged commodities) Rules, we would be constrained to blacklist supplier from taking part in our future associations/EoI/tenders and performance security will be forfeited apart from initiating legal action. No payment will be made in any manner if the consignment not received against the FCO specifications/standards. The tender quantity can be increased or decreased at the discretion of MD, HIMFED, who has the right to accept or reject any tender without assigning any reasons.

5. SUPPLY ORDER / DESPATCH INSTRUCTIONS/ TURNOVERS/ EXPERIENCE.

- (a) The HIMFED Area Offices shall place supply order/ dispatch instructions for the fertilizer as per the requirement, specifying the quantity to be supplied to various godowns of HIMFED under intimation to the HIMFED Head office. After receipt of the dispatch programme/schedule, the supplier shall dispatch the fertilizer to our storage centers/godowns as per the schedule given. The supplier shall supply the indented quantity within the time limit given in the supply orders failing which the management of HIMFED reserve the right to forfeit the performance security deposit of the supplier.
- (b) The Supplier shall have an average Turnover for the last 3 years not less than Rs. 9 Crore.

6. DELIVERY

The supplier shall ensure timely supply of the ordered quantity on FOR basis at the storage centers/godowns of the HIMFED located in different districts in Himachal Pradesh. Shortage, if any, found during transit shall be the responsibility of the supplier.

7. Price Variation Clause

During the validity of the empanelment including the extended period, if the Supplier sells any empanelled item to any other department/organization at a price lower than the price fixed for indenting agency, the Supplier must voluntarily pass on the price difference to indenting office/user departments.

8. PACKING

The material should be supplied in new, sound, strong and machine stitched HDPE BAGS in 25 Kg. weight packing's with MRP printed on the bag. Old, torn, cut, damaged or mutilated bags shall not be accepted. The supplier shall print MRP on the bags inclusive of all taxes.

9. INSPECTION AND SAMPLING

Pre dispatches samples shall be drawn from the buffer godown of the supplier and subsequent samples will be drawn at storage centers of HIMFED from the stocks received. The sample (s) will be drawn by the Authorized Fertilizer Inspector as authorized in the Fertilizer Control Order and sent for chemicals analysis to any of the notified laboratory of the State as well as Central Government under the Fertilizer Control order, 1985.

The supplies shall be accepted from the buffer godowns of the supplier only after receipt of standard reports of pre dispatches samples. The Laboratory test report of the samples mentioned above shall be final and binding on both the parties. In case the sample is found substandard or not to the specifications prescribed in the Fertilizer Control Order 1985, the supplier will be responsible for the legal as well as civil consequences arising out of such non standard supplies.

10. QUALITY SPECIFICATIONS

In the event of any consignment found not conforming to the contractual specifications, HIMFED will have the option to reject the same. The supplier shall be responsible for the quality of stocks in terms of specifications laid in the Fertilizer Control Order for the intact bags till their disposal by the HIMFED. Stocks supplied should be fresh & of good quality in sound and standard packing. HIMFED can do sampling of the stocks at the cost of supplier. The supplier would be responsible for quality of the product and for any complication and for any other losses arising due to the failure of sample, the entire criminal and financial liability will be borne by the supplier along with costs for lifting of such stock from HIMFED godowns and action as per clause 3 & 4 will be taken. Any

claim made by the farmers/consumers on this account will be paid by the supplier.

11. BILLING AND PAYMENT

- (a) The material shall be sold only after the receipt of standard analysis reports of the samples drawn from the buffer godowns of suppliers from the notified laboratories.
- (b) The payment shall be released only for the sold quantity duly verified by the concerned store Incharges for which the suppliers shall submit the bills in duplicate for each godowns in the respective Area Offices, clearly indicating; Name of fertilizer, quantity supplied /received both in weight and number of bags along-with batch No. and supply order No. and date of receipt.
- (c) No bills will be accepted without the above mentioned details.
- (d) The invoice shall be submitted for each godown/destination along with supplies, as per GST number of the Area Office concerned.
- (e) The supplies shall be purely on FOR basis.
- (f) Bills shall be submitted by the suppliers within a week from the date of supply in the concerned Area Offices.
- (g) Payment shall be made through RTGS. Invoices not conforming to the above requirements shall be summarily returned forthwith.
- (h) The suppliers shall submit the bills in respective Area Offices for payments as per the directive of management under intimation to the Head Office. The payment of the bills shall be made as per the terms and conditions and for the quantities sold and confirmed by respective Store Incharge of HIMFED, by concerned Area Office after making deductions of all taxes as applicable. HIMFED shall not be responsible for any delay in payment for the bills submitted late or with wrong GST number. HIMFED shall not be responsible for delay due to any unforeseen or unavoidable circumstances and Federation shall not be responsible to pay interest on delayed payments.
- (i) The HIMFED shall have right to recover any amount due from the supplier under any other agreement from the amount payable under this agreement. This right shall be without prejudice to any other action/ proceedings which HIMFED may take to recover the outstanding dues from the supplier.
- (j) The bills for supplied quantity should also be emailed at the concerned area office's mail id with correct GST number and with details mentioned above.
- (k) The supplier shall ensure timely deposit of GST as applicable and filing of required GST returns.

12. CENTRAL SUBSIDY.

The supplier shall submit the invoices quoting prices as inclusive of subsidy if any. HIMFED shall provide necessary purchase certificate, if required, as per the scheme of subsidy announced by the Government of India. The purchase certificates shall be

issued in the name of Manufacturers/PSU's/Marketers. In any case HIMFED shall not be responsible for the subsidy claims of the supplier.

13. INDEMNIFICATION

Though the supplier is bound to supply the fertilizer stocks in accordance with the FCO specifications, yet the supplier shall indemnify the HIMFED as regards the quantity/quality and against all losses, damages cost or expenses which the buyer sustains/ incurs by reason of any claim made by anybody making use of the fertilizer or on account of failure of sample etc. taken by the Authorized Fertilizer Inspector. Managing Director HIMFED shall reserve the right to forfeit performance security of the successful supplier(s), in case if supplier(s) fails to make the requisite supplies within the tender period as per the requirement or back out from his commitment as per the terms and condition of the agreement due to any reason.

14. ARBITRATION

In case of any dispute relating to this contract / supply orders and due to interpretation or implementation of the terms and conditions or due to delay in delivery, or due to any other reason(s) the matter shall be referred to the Registrar, Cooperative Societies, Himachal Pradesh Shimla-9 for adjudication under the provisions of H.P. Cooperative Societies Act 1968, whose decision shall be final and binding on both the parties.

15. Force Majeure

If at any time during the continuance of this agreement the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock outs, or acts of GOD (herein after referred to as "event") provided notice on happening of any event is given by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist, provided further that if performance in whole or part of any such event for a period exceeding 180 days either party may at its option terminate the agreement. During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

**Managing Director
HIMFED, Shimla-3**

DECLARATION

I/we have read all the terms and conditions carefully and the same are acceptable to me/us. Further, I/we undertake to abide by the terms and conditions of EOI/supply order in the event of acceptance of my/our EOI.

Signature of the Principal Officer/ Authorized Person of the Company

With Seal & Stamp.

Name:

Designation :

Dated:



EOI FORM

1.	Name of the Supplier		
2.	Permanent Address		
3.	Address of the Head Office of the Supplier (in India)		
4.	Phone No./Fax/e-mail ID		
5.	Whether proprietary firm or partnership firm or limited company or Co-operative Society. In case of partnership firm, the partnership deed along with permanent and present address, in case of firm or a company, the name & address of the proprietor/partner/Managing Director.		
6.	Either turnover certificate of the last three financial years (Average turnover should not be less than Rs. 9 Crore in last three financial year) duly certified by the practicing Chartered Accountant or Audited Balance Sheets of the last three financial years.		
7.	Copy of GST Annual Returns of the last three financial years		
8.	Copy of Income Tax Returns of the last three financial years		
9.	<u>Amount on account</u>	<u>Amount in Rupees</u>	
	1. Cost of BID/EOI document	Rs 5,000/- only	
10.	Copy of GST Registration Certificate.		
11.	Copy of H.P. License under FCO 1985.		
12.	Copy of PAN given by the IT Department		
13.	Copy of Proof Of Stock Position.		
14.	Copy of Bill of Lading for the last/Current year.		
15.	Copy of Certificate of Analysis/Quality		
16.	Copy of Registration No. and date of License of manufacturing/ import and valid up to:		
17.	Copy of Affidavit duly notarized to the effect that the tenderer/Eoi participant or any of the partners or representatives was never black-listed.		
18.	An affidavit duly notarized as per Annexure-III.		
19.	Signed Eoi document with declaration/acceptance of terms & conditions.		
20.	Authorization certificate by the authority of company authorizing a person to sign the Eoi documents.		
20.	Price list as per general condition in the prescribed format to be submitted by the Suppliers. Commercials at Annexure – "I"		
21.	Signed financial undertaking as per Annexure- "II"		
22.	Name and address of Nodal Officer of the company along with phone number, adhaar card and email id.		

23	Product Trade mark / Brand Name	
24	Location and address of delivery point/ rail point from where the product is to be dispatched to HIMFED stores	
25	Source /Country from where the product is procured/ imported/ manufactured:	
26	Bank Details of the tenderer/EOI Participant	

I/we hereby affirm that the HIMFED is at liberty to take action against me/us as per the terms and conditions of the EOI, if the above said information proves to be wrong at any point of time.

SIGNATURE OF THE PRINCIPAL OFFICER/ AUTHORISED REPRESENTATIVE OF SUPPLIER

NAME:

ADDRESS:

TEL.NO:



Commercials

Annexure-I
Format for filling rates

For Consignment Supplies			
S No.	Name of Brand	Description & specifications as per FCO Act, 1985,ISO,BIS,Recommended if any	Rate per item (Incl GST)(FOR HIMFED destinations)
Calcium Nitrate Plain			
1			
Calcium Nitrate Boronated			
2			

SIGNATURE OF THE PRINCIPAL OFFICER/ AUTHORISED REPRESENTATIVE OF
SUPPLIER (with Stamp)

NAME:

ADDRESS:

TEL NO.:



FINANCIAL UNDERTAKING

I/we have clearly understood all the terms and conditions of the EoI and agreement etc. and agree to undertake the supply of items on the rates quoted by me/us as specified by the HIMFED.

I/we assure that I/we shall strictly abide by the terms and conditions of the EoI, Agreement and the instructions issued by the Managing Director, HP State Cooperative Marketing & Consumer's Federation Limited, HIMFED or his representative from time to time.

I/we declare that my/our performance security shall stand forfeited in the event of non-fulfillment of contract by me/us, and my/our amount available with the HIMFED is liable to be forfeited and award of supply contract shall stand cancelled.

SIGNATURE OF THE PRINCIPAL OFFICER/AUTHORIZED REPRESENTATIVE OF THE SUPPLIER

NAME:

ADDRESS:

TEL NO.:



FORM OF AFFIDAVIT

(Duly Notarized)

AFFIDAVIT

I Sh _____ S/O Sh _____ resident of hereby solemnly affirm and declare as under:-

That M/s _____ or any of the partners or representatives were never blacklisted or convicted by Court of Law. In case, M/s _____ is convicted during the contractual period, the Managing Director, HP State Cooperative Marketing & Consumer's Federation Ltd, HIMFED Shimla, reserves the right to terminate the empanelment.

DEPONENT

(Signature & Stamp)

M/s _____

I, Sh _____ the above-named deponent further declare that the facts stated above are true and correct to the best of my knowledge and belief.

DEPONENT

(Signature & Stamp)