



Ref.: NAFED/HO/EOI-VEGETABLE SEED/95/2022-23

Dated 26.12.2022

## NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR

**Empanelment of Seed Producers for supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government Organizations in India through marketing channel of NAFED.**

### NOTICE OF DISCLAIMER

- i. The information contained in this EOI or subsequently provided to intending bidders whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (hereinafter referred to as "NAFED") or any of its employees or officers (referred to as "NAFED 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 NAFED, or NAFED 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 parties having the authority to enter into and approve such agreements.
- iii. This EOI document has been prepared solely to assist prospective bidders in making their decision to get proposed work with NAFED. NAFED does not purport this information to be all-inclusive or to contain all the information that intending bidders may need to consider in order submitting a bid. The data and any other information wherever provided in this EOI is only indicative and neither NAFED, nor NAFED 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 bidders, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- iv. Neither NAFED nor NAFED Representative make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties 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 bidders have to undertake their own studies and provide their bids.

- v. This EOI documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project 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 parties 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. NAFED 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. NAFED reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- ix. All Intending bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED 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 bidders will have no claim whatsoever against neither NAFED nor its employees, officers.
- x. NAFED 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 bidders to whom the EOI is issued.
- xi. Mere submissions of a Bid do not ensure selection of the Applicant as Successful Applicant.
- xii. The validity of EOI is upto **31-03-2023**

**National agricultural Cooperative Marketing Federation of India Ltd. (NAFED)**, an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi: 110 014, hereby invites Expression of Interest (EOI) from Empanelling prospective suppliers (hereinafter called as "Producer/Supplier" or "Producer/Supplier" as the case may be) for supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors (hereinafter called as "Buyer" or "Buyers" as the case may be). The quantity would depend upon the indent received from buyers. The details whereof are as under:

## **1. List of items for which EOI is invited:**

- (i) Vegetables seeds (Hybrids & OPV)
- (ii) Other Hybrids seed
- (iii) Horticultural Planting Material

## **2. Scope of work:**

### **2.1 Supply to NAFED Distributors:**

- i. Empanelled producers have to undertake the supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors as per the indent to be given by NAFED time to time.
- ii. NAFED would quote the rates to the distributors time to time on the basis of rates offered by the Producer to NAFED after adding trade Margin of NAFED. It may be mentioned that **the payment shall be made to the Producer after receipt of the same from distributors.**

### **2.2 Direct Supply to state Agricultural Deptt./Govt. Agency:**

- i. NAFED Branch official after obtaining the availability of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material from the supplier recommended for the state approach concerned Department / buying institution for issuance of indent for Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material.
- ii. The indent / order so obtained from the concerned Department / buying institution shall be submitted to NAFED HQ/ NSBD.
- iii. Producer shall submit Lot-wise Germination Test Report of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material issued by NABL Certified Seed Testing Laboratory/Authorized seed laboratory.
- iv. The seed producer is agreed to supply the Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material on comparative rates to the prospective buyer.
- v. If the State Deptt./Govt. supply orders are fetched by NAFED itself, then also it shall be the responsibility of the empanelled producers to execute the orders.

## **3. Selection Criteria:**

### **3.1 Pre-qualification criteria of Applicants:**

The intending Producer/supplier is required to have the following as per the pre-qualification criteria:-

- (i) The experience of supplies of minimum three (03) years of any one or more types of Seed Products, whereas in case of MSME/Start ups minimum experience should be one (01) year.
- (ii) Certificate of Incorporation as company.
- (iii) Minimum Average Turnover of Rs. 5.00 Crore per annum during the last three financial years, whereas in case of MSME/Start ups minimum turnover of should be Rs. 50 Lakhs.
- (iv) Seed Production & Marketing License from concerned State Government departments.
- (v) Seed Certification Documents like Registration, Release Orders, List of Farmers & crop wise area under seed production programme, other relevant records.
- (vi) Company's PAN/ GST number.
- (vii) Bank Solvency certificate
- (viii) Audited Annual Accounts of the last three financial years.
- (ix) Last 3 years' Income tax return Certificate (attach copies)
- (x) The net worth of the applicant should be positive.
- (xi) The prospective Producer should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking for supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material or otherwise in India. Undertaking to be furnished as per Annexure II.
- (xii) Nafed will conduct a visit to seed production unit of Producer to ensure that the company is having modern processing plant machinery & godowns before final empanelment. In case of applicant are seed producers.
- (xiii) In case of applicant are seed supplier, Nafed will conduct a visit to seed supplier premises to ensure that the company is having godowns before final empanelment..

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

- 4(a) Intending Producer may download application form for Expression of Interest document from [www.nafed-india.com](http://www.nafed-india.com) and shall submit Expression of Interest documents in original downloaded form duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Email or copy of the Expression of Interest shall be summarily rejected.

- 4(b) The Expression of interest must contain the name, designation and place of Business of the person with Phone and Mob. Nos. of persons making the expression of interest and must be signed and sealed by the Prospective Producer/supplier with his usual signature.
- 4(c) The signatory of the application qua this EOI shall be authorized to sign and submit the EOI to bind the corporation/company/Firm in the matter must sign expression of interests by Corporations / companies/Firm with the legal name of the Corporations/ Companies/Firm.
- 4(d) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- 4(e) All the documents required from applicant should be self attested by the person authorized by company.

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

- 1) Request for empanelment on company's letter head.
- 2) The interest free EMD for this application shall be Rs. 1,00,000/- ( Rs. one lakh only), which shall be adjusted towards security deposit in case of a successful applicant and EMD deposited by unsuccessful applicant shall be refunded to them without any interest after completion of empanelment process.
- 3) Annexure-I and Annexure-II duly filled in, signed and stamped.
- 4) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.
- 5) Purchase orders/performance certificates.
- 6) Documentary evidence of Certificate of Incorporation.
- 7) Documentary evidence showing the products manufactured and installed capacity.
- 8) Documentary evidence of required seed production/marketing license.
- 9) Documentary evidence of seed certification.
- 10) Certificate of Registration of respective seed.
- 11) Copy of Company's PAN/GST.
- 12) Bank Solvency certificate.
- 13) Self attested audited financial reports of the company for last 3 financial years.
- 14) Self attested copy of memorandum and Articles of Association of Company, if applicable.
- 15) Self attested copy of partnership deed of the firm issued by the concerned statutory authority of the concerned state/country, if applicable.
- 16) List of directors/partners along with their contact details and e-mail ID on letter head of the company/firm.
- 17) Certificate of conformity on the letter head of the company /firm certifying that applicant has not been blacklisted by Govt. of India/ Govt. of India Agencies/Any statutory authorities of other country(s)/OFAC as on date.
- 18) Board resolution /Authorization letter in favour of signatory duly signed by the Company Secretary/ all partners.
- 19) Copy of cancelled cheque.

20) Self attested Income Tax returns of the company for the last 3 financial years.

21) Undertaking

#### **5. Place for submission of Expression of Interest:**

The Expression of Interest should be addressed to **Managing Director, National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), NAFED House, Siddhartha Enclave, Ring Road, Delhi - 110014** and the request for empanelment along with duly filled in enclosed Annexure-I & II and all the required documents should reach the concerned.

#### **6. General Terms & Conditions:**

6.1 NAFED reserves the right to accept or reject any offer of Expression of Interest from intending Producer without assigning any reasons whatsoever.

6.2 Whenever there will be any invitation for Expression of Interest/enquiry from any Buyer for supply of Vegetable seed (hybrids & OPV), hybrid seed of maize, paddy, other hybrids seed & other Horticultural Planting material, NAFED will seek offer from one or more Producers from amongst the panel at NAFED's sole discretion.

6.3 The Producers, whose quotation/offer is accepted by NAFED for quoting further against tenders of its buyers, shall not submit any other offer directly / indirectly or through any other PSU/Company in the same Tender.

6.4 Final selection of Producer from amongst the panel for participating in any tender will be done at the discretion of NAFED and the decision of NAFED shall be final and binding on all the empanelled parties.

6.5 Selection in the panel at no point of time guarantees any award of work by NAFED through this empanelment and the Producer who fails to get the opportunity shall not have any right to claim any damages whatsoever against NAFED.

6.6 The Producer may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Producer/supplier from the panel will have to enter into agreement as devised by NAFED to fully protect NAFED's overall interests and also the interests of the prospective buyers. **NAFED service charges/ margin will be 5% of the Supply Value.**

6.7 The prospective Producer can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.

6.8 The validity of this Panel shall be initially for three years which may subsequently be extended for a further period of one year at the sole discretion of NAFED. NAFED also reserves the right to reduce the validity of the panel at their sole discretion.

6.9 The selected Producer shall ensure compliance of all the Government regulations conventions / policies /guidelines /orders etc. in force related to any or all of the activities covered in the imports.

6.10 All details and terms and conditions of this document shall have to be considered by the prospective Producer/supplier in totality and the expression of interest containing incomplete documents & not complying with the above conditions are liable to be rejected.

6.11 Initially the Producer shall be empanelled provisionally. However, for final empanelment, each Supplier has to give a declaration that the Producer/supplier/supplier and/or any of its Members of Board of Directors and/or its promoters do not have any crossholding/ shareholding directly and/or indirectly in any manner whatsoever in the other Supplier being empanelled by NAFED.

6.12 Prospective Producers who qualifies as empanelled Producer to NAFED would be individually notified after the evaluation process of empanelment is complete.

6.13 Payment to the party shall be made after received of payment from the Department/ Distributor and successful execution of the supplies.

**6.14 No press advertisement shall be issued for the Corrigendum/ Addendum. Prospective suppliers are therefore advised to regularly visit NAFED websites to update themselves.**

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

6.16 Producer / Supplier shall be required to pay Annual Retention Fee of **Rs.25,000 + GST** as applicable (Rs Twenty Five Thousand only + GST 18%) as applicable to NAFED for retaining their empanelment continued. The said retention fee shall have to be paid from the date of commencement of empanelment every year, which is non-refundable. Failure to pay the same by the Producer/Supplier, shall lead to cancellation of the empanelment.

## **7. Ownership of EOI Documents and Information therein:**

All Expression of Interest documents will become the property of NAFED upon submission. Where the prospective Producer believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Producer's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable NAFED will give effect to the prospective Supplier stated wishes, and requests for access to such information will be determined by NAFED.

## **8. No Contractual Obligation:**

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

**9. Indemnity:**

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

**10. Jurisdiction:**

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

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**ANNEXURE-I**

**APPLICATION FORM FOR EMPANELMENT OF PRODUCER/SUPPLIER FOR VEGETABLE SEED (HYBRIDS), HYBRID SEED OF MAIZE, PADDY, OTHER HYBRIDS SEED & OTHER HORTICULTURAL PLANTING MATERIAL**

**(TO BE SUBMITTED ON LETTER HEAD)**

To,  
Managing Director,  
National Agricultural Cooperative Marketing Federation of India Ltd., (NAFED)  
NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk  
Delhi - 110014

**SUB : EMPANELMENT OF PRODUCER FOR SUPPLY OF VEGETABLE SEED (HYBRIDS & OPV) / OTHER HYBRID SEEDS & HORTICULTURAL PLANTING MATERIAL FOR A PERIOD OF THREE YEARS.**

Dear Sir,

Please refer to your advertisement published in dated /on Nafed website inviting application for empanelment of Producer for a period of three year for supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors as per their specification / requirement. We are pleased to quote as under:-

**A) NAME OF PRODUCT / ITEMS-**

- (i) Vegetables seeds (Hybrids & OPV)
- (ii) Other Hybrids seed
- (iii) Horticultural Planting Material

**PART - A (i) Specification of products / items**

**PART -B**

SN	Particulars	Information
1.	Name of Firm.	
2.	Registered and correspondence address.	
3.	Type of Company (Pvt. Ltd/ Public Ltd/ Partnership Firm)	
4.	Documentary evidence of Certificate of Incorporation.	
5.	Attach documentary evidence./Year of establishment Name of Chief Executive.	

6.	Documentary evidence showing the products manufactured and installed capacity.	
7.	Self attested copy of memorandum and Articles of Association of Company, if applicable.	
8.	Self attested copy of partnership deed of the firm issued by the concerned statutory authority of the concerned state/country, if applicable.	
9.	List of directors/partners along with their contact details and e-mail ID on letter head of the company/firm.	
10	Board resolution /Authorization letter in favour of signatory duly signed by the Company Secretary/ all partners.	
11	Copy of cancelled cheque.	
12	PAN No. (Attach copy)	
13	Copy of GST No. Certificate ( Attached copy)	
14	Seed License ( Attach copy)	
15	Seed Certification documents	
16	ISO certificate , if any (attached copy)	
17	Bank Solvency certificate	
18	Whether blacklisted by Government department, public sector, quasi government Undertaking	
19	Financial status of the Co; (Attach Banker's Certificate)	
20	Name & Address of Banker	
21	Name & Designation with attested specimen signature of the authorized signatory	
22	Contact Person with Designation, mobile and landline number, e-mail ID, fax no. and website	
23	Details of payment of EMD	
24	Last 3 years' audited balance sheet (attach copies)	
25	Last 3 years' tax assessment Certificate (attach copies)	
26	Last 3 year Turn over	
27	Product wise detail of Quantity supplied (Minimum 3 years) attached documentary proof.	

**We hereby accept all the terms and conditions specified in EOI as a token of unconditional acceptance of all clauses.**

We certify that all information furnished by us herewith is correct and true. In the event that the information given is found to be incorrect / untrue, NAFED reserves the right to disqualify us or terminate our contract and forfeit security deposit amount without giving any notice or reason thereof.

Thanking you,

Yours faithfully,

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

(ON COMPANY'S LETTER HEAD)

**ANNEXURE II**

To,  
Managing Director,  
National Agricultural Cooperative Marketing Federation of India Ltd., (NAFED)  
NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk  
**Delhi - 110014**

**SUBJECT: UNDERTAKING**

DATE\_\_\_\_\_

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 Government of India or by any Government Undertaking or any Autonomous body in India for supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors or otherwise.

Thanking You

Yours faithfully  
Name and Signature of the Authorized Person

## AGREEMENT

**Empanelment of Seed Producers for supply of Vegetable seed (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material to Central Government/ State Government Organizations in India through marketing channel of NAFED.**

**THIS AGREEMENT IS MADE AND ENTERED INTO AT ..... ON THIS..... DAY OF .....20..... BY AND BETWEEN:-**

National Agricultural Cooperative Marketing Federation of India Limited (an apex level Cooperative Marketing Organization registered under Multi State Cooperative Societies Act, 2002, having its branch Nafed Seed & Bio-Fertilizers Division, at 51-A, Sector F, Sanwer road, Indore-452015 (MP), through its Branch Manager ....., duly authorized (hereinafter “**NAFED**” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean to include its representatives, nominees, affiliates, successors in business and permitted assigns); of the First Part

## AND

M/s....., having its registered office at....., through its Proprietor/ Partner of M/s ..... (hereinafter “**Empanelled Producers**” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean to include its representatives, nominees, affiliates, successors in business and permitted assigns); of the Second Part

## RECITALS

### WHEREAS:

- A. NAFED is an apex level organization of Agricultural Marketing Cooperatives in India to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, undertake inter-state and export of agricultural produce. NAFED is also one of the five seed agencies of Department of Agriculture & Farmers’ Welfare, Min. of Agriculture & Farmers’ Welfare, New Delhi, for undertaking seed production programmes of Oilseeds and Pulses Seed under NFSM Scheme of Govt. of India.
- B. M/s .....have agreed to undertake the supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors as per the indent to be given by NAFED time to time.
- C. For direct supply of **Vegetable seed (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material to Central Government/ State Government Organizations in India through marketing channel of NAFED**, M/s ...../Empanelled producers shall procure orders directly from

the concerned Department and supply Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material as per their quality specifications, packing and other conditions on behalf of NAFED, for which NAFED shall be entitled to mutually agreed upon service charge on the quantum of supply of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material. If the State Deptt./Govt. supply orders are fetched by NAFED itself, then also it shall be the responsibility of the empanelled producers to execute the orders.

- D. M/s .....have agreed to undertake the supply of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material and owns entire responsibility on its own of satisfactory supply thereof and receipt of payment from the concerned Department wherein NAFED will have no financial implication of any sort.
- E. M/s..... have also agreed the terms & conditions set forth by NAFED in the aforesaid supply consequent upon award of work by NAFED to undertake said supplies.

**NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PARTIES HERETO AGREE AS FOLLOWS:-**

1. **Interpretations:** Unless the context otherwise requires this Agreement:
  - 1.1 The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
  - 1.2 Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.
  - 1.3 Reference to the words “include” or “including” shall be construed without limitation.
  - 1.4 Buying Institution/ Buying State Government means “Buyer”
  - 1.5 Reference to this agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented.
2. **Nature of Supply & scope of work**
  - 2.1 **Supply to NAFED Distributors:**
    - i. Empanelled producers have to undertake the supply of Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material to Central Government/ State Government/Government Organizations and Indian buyers/NAFED Distributors as per the indent to be given by NAFED time to time.
    - ii. NAFED would quote the rates to the distributors time to time on the basis of rates offered by the Producer to NAFED after adding trade Margin of NAFED. It may be mentioned that **the payment shall be made to the Producer after receipt of the same from distributors.**

## **2.2 Direct Supply to Central/State Agricultural Deptt./Govt. Agency:**

- i. NAFED Branch official after obtaining the availability of Hybrid and OPV from the supplier recommended for the state approach concerned Department / buying institution for issuance of indent for Vegetable seed (Hybrids & OPV) / other Hybrid seeds & Horticultural Planting Material.
- ii. The indent / order so obtained from the concerned Department / buying institution shall be submitted to NAFED HQ/ NSBD.
- iii. Producer shall submit Lot-wise Germination Test Report/Quality Report of Vegetable seeds (hybrids & OPV)/Hybrids other hybrid seeds & Horticultural Planting Material issued by NABL Certified Seed Testing Laboratory/Authorized seed laboratory.
- iv. The seed producer is agreed to supply the Vegetable seeds (hybrids & OPV)/Hybrids other hybrid seeds & Horticultural Planting Material on comparative rates to the prospective buyer.
- v. If the state deptt./govt. supply orders are fetched by NAFED itself, then also it shall be the responsibility of the empanelled producers to execute the orders.

### **3. Delivery**

The empanelled producers shall make timely (within 15 days) supply of the indented quantity of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material through its own transportation means and simultaneously keep NAFED informed of such delivery at the designated delivery location of the buyer along with details of truck/tempo numbers and Delivery challan/bilty numbers.

### **4. Acknowledgement of Supply & Payment terms**

#### **For direct supply to Central/State Agricultural Deptt./Govt. Agency**

- 4.1 The empanelled producers shall obtain original acknowledgement from the buying institution on the delivery challan of Nafed, Seed & Biofertilizer Division, Indore for lot wise quantity of Vegetable seeds (hybrids)/ other hybrid seeds & Horticultural Planting Material supplied in good condition.
- 4.2 Based on original acknowledgement on delivery challan along with other required documents (*Bilty and truck number verified by respective State Nodal Officer (Seed)*) submitted by Empanelled Supplier, the bills will be submitted to the purchaser/ buying institution by NAFED.
- 4.3 Empanelled producer shall follow up with the buyer for release of payment in favour of NAFED against the supply of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material.
- 4.4 After receiving the due payment from the concerned Department / buying institution against supply of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material by NAFED through producer, NAFED shall deduct its mutually agreed upon service charges there from and release balance payment to the producer from time to time upon its satisfactory supply within a period of 10 days.

## **5. Acknowledgement of Supply & Payment terms**

### **For supply to Nafed Distributors:**

Empanelled producers shall deliver the seed to the distributors as per the indent given by NAFED. After delivery of seed, bills will be submitted to NAFED by empanelled Producer along with acknowledgement of receipt. The payment shall be made to the Producer after receipt of the same from distributors.

## **6. Quality & Inspection**

6.1 Producer shall ensure that each lot of Vegetable seeds (hybrids)/Hybrids Seed of maize, paddy, other hybrids Seed & other Horticultural Planting material is as per norms of seed certification standards.

6.2 NAFED official at any time can draw sample from the godown where Vegetable seeds/ hybrids Seed/other Horticultural Planting material is stored/ duly processed / graded as per the location given by the producer / supplier well in advance.

6.3 Upon satisfaction of the stocks so declared by the producer, NAFED shall issue Supply Order in favour of the empanelled suppliers along with all the terms & conditions to be complied with by the producer.

6.4 On the basis of information / documents so provided by the producer regarding dispatch of Vegetable seeds (hybrids and OPV)/ other hybrid seeds & Horticultural Planting Material, concerned State Nodal Officer (Seed) shall verify the such details / supply and keep informed NSBD Indore/ Seed Section HO about the relevant position.

6.5 All the expenses so incurred by the empanelled suppliers for transporting Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material to the buyers shall be borne by the empanelled suppliers itself.

6.6 The empanelled producers shall supply Vegetable seeds (hybrids and OPV other hybrid seeds & Horticultural Planting Material to the buying institution as per their packing, requirements and quality specifications.

6.7 In case the quality of seed does not meet the required quality specification, NAFED shall be at liberty to accept or reject the part or whole of the ordered quantity.

6.8 Failure to delivery less than 90% of indented quantity; penalty shall be imposed by NAFED @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of 1% of value of seed delivered late per week or part thereof limited to 5%. However, NAFED shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk and cost of the supplier.

## **7. Roles and Responsibilities**

7.1 In the above supply of Vegetable seeds (hybrids & OPV)/ other hybrid seeds & Horticultural Planting Material, NAFED bears no financial and statutory liabilities, taxes, levies, etc. which shall

be borne by the supplier / producer on its own, right from obtaining of order from the buying institution until final satisfactory supply and receipt of payment from the concerned Department. The Supplier/ Producer shall be responsible for State Sales Tax/ Central Sales Tax/ GST and Income Tax liabilities, if any. NAFED will not carry any tax liability related with the transaction.

7.2 NAFED shall not be responsible for fluctuation of the market rate of the ordered seed/Planting material. The Producer shall be required to supply the seed at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Federation.

7.3 The NAFED reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NAFED further reserves the right to award contract/issue the order for supplies to more than one Producer.

7.4 The Producer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E-Mail, name of the responsible person with mobile no in the tender form itself so as to make further communication.

7.5 The empanelled producers shall furnish a certificate issued by the buyers [in case of govt. supplies] stating that they are satisfied with the quality and quantity of the products received by them. The said certificate may be considered as the basis for releasing full and final payment to the concerned empanelled supplier.

#### **8. Security by way of Earnest Money Deposit**

Empanelled Supplier shall deposit Security by way of Earnest Money Deposit of Rs.1.00 lacs for the supplies of Vegetable seeds (hybrids & OPV)/Hybrids Seed of maize, paddy, other hybrids seed & other Horticultural Planting material, which shall be refundable upon termination of the contract. The said EMD shall be interest free.

#### **9. Completeness of the contract**

9.1 The contract between Empanelled Supplier and NAFED shall be deemed as complete only if

9.2 The Empanelled Supplier completes the supply of contract processed quantity of seed, as per the required quality specifications and within the stipulated time lines to the NAFED/ NAFED buyer, or

9.3 In the event of any variation in delivery time and/or quality and/or quantity of the supplied seed to NAFED/ NAFED buyers, the dispute between the Empanelled Producers and NAFED/ NAFED buyer shall be settled amicably between the parties under dispute, or

9.4 In the event the Empanelled Producer is not able to supply the processed seed to NAFED/ NAFED buyer for any reason attributed to the supplier, the cost of the order will be recovered from Empanelled Supplier by forfeiting its EMD submitted before lifting of stocks and blacklisting Empanelled Supplier from further participation in future contracts.



## **10. Term and Termination**

10.1 The tender awarded under this Agreement and this Agreement shall be valid and effective for a period covering three years from the date of execution, to be renewed thereafter if required by NAFED or terminated by both parties to this agreement.

10.2 Termination for breach: If either of the party is in breach of the service agreement, written notice will be provided to the defaulting party alleged to be in breach requiring that party to remedy the breach within 30 days of receiving the notice. If the breach is not satisfactorily remedied within 30 working days, the party who gave notice may immediately terminate the service agreement by giving written notice.

## **11. Confidentiality**

11.1 Both the Parties shall, at all times, maintain the utmost confidentiality regarding the contents of this AGREEMENT, the arrangements contemplated by this Agreement, any business, technical or financial information, data or knowhow, given to it by the other (hereinafter the "Confidential Information") and shall not provide/disclose or otherwise make available all or any part of such Confidential Information to any person or entity for any personal, business, commercial or other purposes, unless with the prior written consent of such disclosing party.

11.2 Any statement or disclosure that may be required by law or called for, by the requirements of any regulatory authority may be made, subject to the condition that the parties shall provide prior written notice to the other of such requirements, and the statement or disclosure proposed to be made, which shall at all times be no more extensive than is usual or necessary to meet the requirements imposed upon the disclosing party.

## **12. Indemnity**

12.1 The Empanelled Producer shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Empanelled Producer in respect of the services provided etc., whatsoever.

## **13. Severability**

If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

## **14. Entire Agreement**

This Agreement together with all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire Agreement between the parties relating to the subject matter hereof.

**15. Governing Laws**

This Agreement will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both the Parties agree to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.

**16. Applicable Law Jurisdiction and Dispute Resolution**

16.1 This Agreement shall be constituted and the legal relation between the parties 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 parties.

16.2 All or any disputes arising out or touching upon or in relation to the terms of this Agreement and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties 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/ modifications thereof for the time being in force. The venue and seat of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

17. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Empanelled Supplier in the courts having jurisdiction over the parties.

**18. Execution**

*This agreement has been approved by the Competent Authority of Nafed Vide approval dated .....in the file no..... and same is being executed for and on behalf of Nafed through the .....who has duly been authorized by the Managing Director of Nafed vide authorization letter dated .....which is enclosed herewith as annexure ....., This agreement is being signed on behalf of Producer/supplier through its Director/Partner/Proprietor ..... S/o .....who has dully been authorized by the .....vide Board resolution /Authorization letter dated .....which is annexed herewith as annexure .....*

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the date first mentioned above

**Signatures:**

\_\_\_\_\_

Name:

Name:

Title:

Title:

By signing this documents, I also confirm that I am authorized to sign on behalf of **“NAFED”**

By signing this documents, I also confirm that I am authorized to sign on behalf of **“Empanelled Producer”**

Witnesses

Witnesses

1.

1.

2.

2.

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