



SEED PRODUCER EOI

Ref.: NAFED/HO/EOI- SEED PRODUCTION/2025-26

Dated:09.10.2025

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR

Empanelment of Seed Producers/orgnizer for production and supply of Foundation / certified seeds of Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, others seeds and Vegetable seeds etc. to Central Government Organizations/ State Government Organizations / PACS/ FPOs, FPCs, Agriculture Society, ICAR Institute/ Agriculture Institute/ KVK/ Multistate Coop. Society/ State Federation and others society network etc. in India through marketing channel of NAFED under various schemes of Govt. of India and State Govt. as well as dealers / Distributor network.

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 Multi-State Cooperative society, Cooperative society, FPOs, FPCs , PACS, ICAR Institute/KVK and State Federation (hereinafter called as “Producer/Supplier” or “Organizer/Supplier” as the case may be) for Production and supply of Foundation / certified seeds of Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, others seeds and Vegetable seeds etc. 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:

Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, others seeds and C/s Vegetable Seeds etc

2. Scope of work:

2.1 Supply to NAFED Distributors:

- i. Empanelled producers have to undertake the supply of Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds others seeds **and C/s Vegetable Seeds** etc.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 / Horticulture Deptt./Govt. Agency/ other institutions:

- i. NAFED Branch official after obtaining the availability of Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, others seeds and C/s Vegetable Seeds etc. from the supplier recommended for the state approach concerned Department / buying institution for issuance of indent for Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds others seeds and C/s Vegetable Seeds etc.
- ii. The indent / order so obtained from the concerned Department / buying institution shall be submitted to NAFED HQ/ NSBD branch.
- iii. Producer shall submit Lot-wise Germination Test Report of Seeds issued by NABL Certified Seed Testing Laboratory/Authorized Govt. seed laboratory.
- iv. The seed producer is agreed to supply the Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, others seeds and C/s Vegetable Seeds etc.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 Seed production (F/s and C/s seeds) of minimum one (01) years of any one or more types of Seed.
- (ii) Bye Laws / Certificate of Cooperative Societies Act / PACS/ Registration of FPOs /FPCs.

- (iii) Minimum Average Turnover of Rs. 2.00 Crore per annum during the last three financial years.
- (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 if any, as per seed act.
- (vi) Proof of registration of Crop/ Variety – Area wise with State Seed Certification Agency for production of Certified Seed. (Seed Directory issued by Respective State Seed Certification agency).
- (vii) Applicant PAN/ GST number.
- (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 supplier should not blacklisted / banned for participation in Tender by Government of India or by any other institutions. Undertaking to be furnished as per Annexure II.
- (xii) NAFED will conduct a visit to seed processing plant & infra structure of Producer to ensure that having modern processing plant machinery & godowns before final empanelment. In case of applicant are to fulfilling the seed producers requirements.
- (xii) Integrity pact as per NAFED rules. (Annexure-III attached)

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

Holiday Listing: NAFED's policy for Holiday-Listing, which is available on the website of NAFED, must be acceptable to the bidders. Notwithstanding anything contained in this RFQ 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, NAFED 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.

Force majeure:

Should any extra-ordinary 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 3(three) 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. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. If a Force Majeure situation arises, the successful bidder shall promptly notify in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Successful bidder 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. The decision of NAFED on determination of Force Majeure shall be final and binding upon supplier.

Arbitration:

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 of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

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 of 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 of 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, statute, 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 open ended EOI is one month.

4. Submission of Expression of interest:

- 4(a) Intending Producer may download application form for Expression of Interest document from www.nafed-india.com and shall submit Expression of Interest documents in original downloaded from 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 of this EOI shall be authorized to sign and submit the EOI to bind the corporation/Firm in the matter must sign expression of interests by the legal name.
- 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 organization etc.

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

- 1) Request for empanelment should be on organization letter head.
- 2) **The interest free EMD for this application shall be Rs. 2,00,000/- (Rs. two Lakh only)**, which shall be adjusted towards security deposit in case of a successful applicant and EMD deposited by unsuccessful applicant shall be refunded to them without any interest after completion of empanelment process.
- 3) Annexure-I, 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 Registration Certificate.
- 7) Documentary evidence showing the Seed processing plant and godown capacity.
- 8) Documentary evidence of seed production/marketing license / seed certification license.
- 9) Certificate of Registration of like seed directory.

- 10) Copy of - PAN/GST certificate.
- 11) Bank Solvency certificate of (with a standard figure out)
- 12) Self attested audited financial reports for last 3 financial years.
- 13) Self attested copy of memorandum and Articles of Association of, if applicable.
- 14) Self attested copy of Bye Laws issued by the concerned statutory authority of the concerned state/country, if applicable.
- 15) List of directors/partners along with their contact details and e-mail ID on letter head of the applicant.
- 16) Certificate of conformity on the letter head Stamp paper of Rs 100/- 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.
- 17) Board resolution /Authorization letter in favor of signatory duly signed by the all Board members.
- 18) Copy of cancelled cheque.
- 19) Self attested Income Tax returns for the last 3 financial years.
- 20) Undertaking for all above documents.

5. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to **Additional Managing Director (Seed), 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 Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, other seed and C/s Vegetable Seed etc 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 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's service charges/profit margin shall be 7% of the supply value for subsidized seed produced and 5% of the supply value for unsubsidized seed produced.**

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 three 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 of Seed Act /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 on a provisional basis. However, for final empanelment, each Supplier must submit a declaration stating that the Producer/Supplier and/or any of its Board Members and/or Promoters do not hold, either directly or indirectly, any cross-holding or shareholding in any other Supplier being empanelled by NAFED, in any manner whatsoever. Producer shall also should not be empanelled with any other competitors Seed agencies of GoI.

6.12 Prospective Producers who qualify for empanelment with NAFED shall be individually notified upon completion of the empanelment evaluation process.

6.13 Payment to the party shall be made after received of payment from the Government Department/ Institutions / Distributor and successful execution of the supplies after submission of all relevant documents after 10 day working days.

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.

ANNEXURE-I
APPLICATION FORM FOR EMPANELMENT OF PRODUCER/SUPPLIER FOR
FOUNDATION /CERTIFIED SEED PULSES, OILSEEDS, CEREALS, NUTRI-CEREALS,
GREEN MANURING, FODDER SEEDS, OTHER SEEDS AND C/S VEGETABLE SEED ETC
(TO BE SUBMITTED ON LETTER HEAD)

To,
Additional Managing Director (Seed),
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 CERTIFIED /
FOUNDATION SEED OF PULSES, OILSEEDS, CEREALS, NUTRI-CEREALS, GREEN
MANURING, FODDER SEEDS, OTHER SEEDS AND C/S VEGETABLE SEEDS
ETC.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 Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds and C/S Vegetable Seed etc.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 / SEEDS -

Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds , other seeds and C/s Vegetable seeds etc.

PART - A (i) Specification of products / Seed -

PART -B

SN	Particulars	Information
1.	Name of Applicant / organization	
2.	Registered and correspondence address.	
3.	Type of organization.	
4.	Documentary evidence of Certificate of Registration	
5.	Attach documentary evidence./Year of establishment Name of Chief Executive.	
6.	Documentary evidence showing the Seed Produced and installed capacity.	

7.	Self attested copy of memorandum and Articles of Association, if applicable.	
8.	Self attested copy of Bye laws 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.	
10.	Board resolution /Authorization letter in favour of signatory duly signed by the 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.	Bank Solvency certificate	
17.	Whether blacklisted by Government department, public sector, quasi government Undertaking	
18.	Financial status of the Co; (Attach Banker's Certificate)	
19.	Name & Address of Banker	
20.	Name & Designation with attested specimen signature of the authorized signatory	
21.	Contact Person with Designation, mobile and landline number, e-mail ID, fax no. and website	
22.	Details of payment of EMD	
23.	Last 3 years' audited balance sheet (attach copies)	
24.	Last 3 years' tax assessment Certificate (attach copies)	
25.	Last 3 year average turn over	
26.	Crop / Variety wise Seed detail of Quantity produced and supplied (Minimum 1 year) 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)

ANNEXURE II

To,
Additional Managing Director (Seed),
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 Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds, other seeds and C/S Vegetable Seed etc. 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

INTEGRITY PACT

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART And

And

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vide Deed of Partnership dated..... or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. and having its registered office at _____ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

PREAMBLE

- A. The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article: 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the

same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Article: 2 – Commitments of the Bidders(s)/Contractor(s)

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**

- e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

Article: 4- Compensation for Damages

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

Article: 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.

2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, NAFED.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, NAFED and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, NAFED within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, NAFED, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word “Monitor” would include both singular and plural.

Article: 9 – Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director, NAFED.

Article: 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO ATBranch ON THIS..... DAY OF2025. BY AND BETWEEN:-

M/s National Agricultural Cooperative Marketing Federation of India Limited, New Delhi. (An apex level Cooperative Marketing Organization registered under Multi State Cooperative Societies Act, 2002,) Represented by..... **Head** /State **Head**, and having its registered office at, 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/shaving its registered office at through its Proprietor/ Partner of M/s(hereinafter called the organizer/ producer seeds, which expression shall wherever the context so admits, mean and include its legal heirs, Directors, PACS/FPOs/ FPC/Multistate cooperative societies, representative executors, administrators, successors in office and assigns); on the Second Part

RECITALS

WHEREAS:

A. The organizer/ producer has agreed for organizing production of certified seed during Kharif /Rabi /Summerseason onwards as per the terms and conditions laid down herein under: The procurement price and supply schedule agreed for production/ supply shall be as follows:

Sr. No.	*Crop/Variety Class of Seed	Qty (Qtls)	Area (ha)	Supply date schedule	Procurement Price		Procurement price at par with MSP.
1.	Pulses seed	-	-	-	-	-	-
2.	Oilseed seed	-	-	-	-	-	-
3.	Cereal seed	-	-	-	-	-	-
4.	Nutri Cereal seed	-	-	-	-	-	-
5.	Fodder seed	-	-	-	-	-	-

6.	Vegetable Seed	-	-	-	-	-	
7.	Other Seeds	-	-	-	-	-	-

*As per approved Seed Production program given by NAFED from time to time.

M/shave also agreed to undertake the Seed Production of Pulses, Oilseeds, Cereals, Nutri-cereals, Green Manuring, Fodder seeds , other seeds and C/s Vegetable seeds etc.

B. under NFSNM / NLM (Pulses/Oilseeds) & other Govt. Schemes and owns entire responsibility on its own; right from obtaining orders from the concerned department up till satisfactory supply thereof and receipt of payment from the concerned Department wherein NAFED will have no financial implication of any sort.

C. M/s have also agreed the terms & conditions set forth by NAFED in the aforesaid programme 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. Role of organizer/ producer:

- 1.1 The organizer / producer will be required to submit details such as name of the grower farmer, address, Aadhar and linked Mobile no., Khasra no. and area of the lands where seeds are to be grown and season- wise crop/ variety for a specific State, well in advance to NSBD Indore branch / concerned Branch of NAFED. **The area of land per farmer must not exceed 5 hectares in any circumstances in own land. The Seed production organizer shall ensure that same seed growers shall not be repeated every year.**
- 1.2 The quantity and variety of certified seed / Foundation seed to be produced would be finalized by NAFED in consultation with organizer / producer on mutual acceptable terms.
- 1.3 The empanelled seed production organizers will inform NAFED about the crop wise and variety wise requirement of breeder seeds. Breeder seed will be provided by NAFED and its cost will be debited to respective organizers. NAFED in return will place its indent to the Seed Division of DA&FW for allocation of breeder seeds. The seed production organizers shall have to lift the required breeder seeds from the concerned university/institute on behalf of NAFED. In case, the cost of breeder seed incurred by the production organizer is reimbursed by DA&FW, the same shall be disbursed to the production organizers.
- 1.4 The organizer / producer would complete all formalities, towards registration of NAFED's name on SATHI Portal with the respective State Certification Agency for undertaking certified seed

production programme in NAFED's name and deposit, mandatory documents and fees for the same and bear expenses on its own. Organizer will undertake the production programme of only previously NAFED approved crop/varieties.

1.5 The total cost of certified seed production, would be borne by the organizer and no investment would be made by NAFED, for production of common notified varieties, under Govt. Schemes or otherwise. However, in specific production programme, where certified seeds of various crops, which are not produced commercially in large quantities by general producers, but are required by various State Government/Central Government for distribution under various schemes, funds may be invested by NAFED, depending upon assured buy-back through orders be Central or State Government Departments. The organizer will be required to monitor the growth of the designated crop, for which certified seed is to be produced, give guidance to grower regarding usage of inputs and also monitor every aspect of crop/seed production till harvesting.

1.6 **After the crop has been harvested, the processing, grading, and packing of the produced seed shall be carried out by the organizer/producer at the earliest. The procurement of the production shall be done by NAFED through its designated account. In this process, the producer/organizer shall first transfer the requisite funds to NAFED. Thereafter, NAFED will disburse the corresponding amount to the growers as payment against the procurement of their produce.**

1.7 The organizer/ producer of NAFED as the case may be, will procure the certified seeds so produced from the identified grower/farmer at par to that of concerned State Seeds Corporation procurement price. In case the concern state seeds corporation does not take up production programme of particular crop/ variety, rates of other Corporations/ last year rates will be paid. In any circumstances, the procurement rates of raw seed shall be on par or more than the Minimum Support Price announced by Ministry of Agriculture (Govt. of India). The producer will submit the money receipt duly acknowledged by the concerned farmer as a proof of the rates at which the procurement of seed has been made from the farmer.

1.8 **Implementing Agencies shall be eligible for assistance only when they purchase the seed produced from the seed grower at a price over and above the MSP or prevailing market price (at the time of procurement) whichever is higher including incentive for seed production. The undertaking or certificate in this regard with proof of payment will be provided to the Department of Agriculture of State/UT/SSCA (Seed Certification Officer)**

i. **The assistance amount will be released to the above agencies by the Department of Agriculture of State/UT on furnishing the certified copy of bills (that it is their first and final bill for the season), purchase certificate, proof of payment to seed grower (along-with payment reference ID) and list of certified seed produced farmer-wise verified by the respective State. Seed Certification Agency or seed grower-wise certificate issued under Section 9 of Seed Act.**

1.9 After the certification process is over, the organizer would inform NAFED about the exact quantity of certified seed obtained and also the quantity of uncertified seeds.

- 1.10 In case organizers fails to undertake the seed production programme of allocated quantity duly approved by DA&FW result in set back to the mission of Govt. of India besides the financial losses of NAFED. In order to indemnify the opportunity cost, the empanelled seed production organizers shall be imposed the penalty to the tune of 100 % of the NAFED's service charges on pro rata basis. (Say for example, the approved production programme is 100 qtls. of Moong crop, then as per the cost of allocated seed decided by DA & FW was Rs. 5000*100= Rs. 500000, NAFED would have earned the service charges @ 5 % i.e. Rs. 25000. Hence, the penalty to be imposed would be Rs 25000).
- 1.11 The producer has taken the production programme of certified seeds under the approved annual action plan of Govt. of India. Accordingly, producer shall be submitted the availability of produced qty. under the seed minikits programme. In this context, if, producer organizer fails to submit the availability of produced qty. and not executed the ordered qty. during the course of supplies of seed minikits. The penalty may be imposed to producer organizer as 20% producer share of production assistance shall not be payable to them.**
- 1.12 The organizer/ producer would be responsible for any complaint regarding quality of the certified seed so produced and supplied on behalf of NAFED as per seed act.
- 1.13 No sale of the certified seeds so produced would be made by the organizer without NAFED's prior permission up to mid season of sowing.
- 1.14 The organizer/ producer would not buy back uncertified/non seed category produce and may, if feasible, sell such stock in the open market, with the consent of the producing farmer without NAFED's investment.
- 1.15 The organizer/ producer would collect receipt copy of the production subsidy distributed amongst farmers participating in the programme of the certified seed production and submit to NAFED.
- 1.16 Organizer/ producer will keep/deposit the total quantity of certified seed produced in CWC/SWC warehouse in the name of NAFED. NAFED will issue delivery order to organizer/ producer for lifting the certified seed from the warehouse against orders received from various department and other agencies etc. However, in addition to CWC/SWC warehouse nominated by NAFED the seed may also be stored by the organizer/producer in his own plant/ godown subject to the following conditions.
- Those seeds will be stored in private warehouse nominated by NAFED wherein no investment has been made by NAFED.
 - The organizer/ producer will take insurance policy equivalent to 110% ex godown value of the stored seed in favor of NAFED's concerned branch at his own cost.
 - Such seed godown will be opened jointly at the time of inspection/fumigation and dispatches of seed

However, in cases where there is an immediate requirement of a particular variety through a confirmed supply order from any Govt. department/ agency etc. the condition of keeping/depositing the stock in the designated warehouse may be relaxed by the concerned branch

of NAFED on a case to case basis under supervision of NAFED's Nodal officials and with the permission of NAFED HQ.

- 1.17 The organizer/ producer will be solely responsible for disposal of the entire quantity of certified seed so produced. If any quantity remains unsold/ indisposed off, the entire losses, if any, will be borne by the organizer/ producer and NAFED will not be responsible in any manner.
- 1.18 The organizer/ producer shall be maintain all records in form of register, i.) Procurement Register ii.) Stock register iii.) Tag/label issue registers iv.) Subsidy claim register.
- 1.19 **As per the DA&FW, GOI Norms, the producer organizer will be deposited the FUNDS to NAFED for procurement of Raw Seed from Farmers through NAFED for onward submission the transaction UTR details to DA&FW.**
- 1.20 **In case of N.L.M. Fodder Seed Production undertaken by Organizer as per the approved programme of DA&HW, Govt. of India or other govt. institutions. In case of no any order received from any institutions. The organizer sold the produced fodder seed to Beneficiary farmers and submit the list of farmers have to be provide to NAFED along with the Audited Report of Chartered Accountant of Sold qty. of fodder seed. The production assistance of fodder seed shall be provided to Beneficiary and producer organizer in the ratio of 75%+20% with retain of NAFED Margin as 5%.**

2 Role of NAFED:

- 2.1 NAFED will communicate the detail of crop-wise, variety wise and quantity-wise certified seed production programme to be undertaken by the organizer/ producer after getting the approval from the State Department of Agriculture and Cooperation, Ministry of Agriculture, Government of India and accordingly the organizer / producer will initiate certified seed production programme however in the event of delay in the communication of approval for the certified seed production programme to be undertaken by NAFED from the Department of Agriculture and Cooperation, Ministry of Agriculture, Govt. of India, the organizer may initiate the certified seed production programme at his own cost and risk if the sowing season is on the availability. NAFED will pass on the subsidy only to the extent of quantity approved by the Department of Agriculture and Cooperation, Ministry of Agriculture, Government of India / State Agriculture Departments and NAFED will not be responsible for the financial incentive/subsidy for remaining seed production programme.
- 2.2 NAFED shall not be responsible for fluctuation of the market rate of the ordered seed. The Supplier/ 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 NAFED.

2.3 The NAFED reserves the right to accept or reject either in full or part of the EOI or all the EOI without assigning any reason. NAFED further reserves the right to award contract/issue the order for supplies to more than one organizer/ producer.

Delivery

2.4 **The organizer / producer shall make timely supply of the certified seed 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 bilty numbers. Also, responsible producer organizer for collection of Consolidated Acknowledgement with the Co-ordinate of NAFED (NSBD) for supply of seed minikits under the GOI programme from respective STATE AGRICULTURE AUTHORITIES.**

3 Acknowledgement of Supply & Payment terms

3.1 After the production subsidy has been credited to the account of NAFED by DA& FW Govt. of India / State Agriculture Dept., the same shall be shared in the ratio of 75:20:5 among the beneficiary farmer, empanelled production organizer and NAFED, respectively. The subsidy to the tune of 75 % (out of 100%) will be disbursed to the respective beneficiary farmers strictly by following the norms of Direct Benefit Transfer Policy.

3.2 NAFED will transfer the above subsidy to the organizer / producer within 45 days from the date of receipt from the Ministry of Agriculture / State Agriculture Department. In case, where NAFED receives advance production subsidy from Department of Agriculture and Cooperation, Ministry of Agriculture, Government of India, the same will be passed on to the organizer/ producer only after the deposit of certified seeds so produced in the designated warehouse in NAFED's name.

3.3 Where NAFED is investing its own funds in certified seed production programme in that case NAFED will retain the whole profit earned from the marketing of that certified seed. However, in lieu of the services rendered by the organizer/ producer right from the identification of the grower/farmer to the final packaging of certified seed, NAFED will give a service charge to the organizer/ producer which will not be more than 20% amount of subsidy + 3% of the procurement rate of that crop/variety of the certified seed so produced.

3.4 Entire amount of distribution subsidy will be passed on to the end user of the seed i.e. the farmer and as per NFSNM / NLM-Pulses, oilseeds guidelines NAFED will see that the MRP – retail /Sale prices is printed on the bags.

3.5 NAFED will not procure and buy back seeds, which have been rejected by the seed certification agency as not conforming to prescribed seed standards.

3.6 NAFED will not be responsible for any loss occurred due to climatic disturbances or from any natural calamities.

3.7 The 85 % payment to the organizer/ producer will be released after NAFED receives the payment from the agencies/ state governments to whom the certified seed has been sold.

- 3.8 NAFED will retain 15% of payment of the organizer / producer which may be released only after receipt of all necessary documents like certificates, quality reports, valid acknowledgement from the buyer, etc. and satisfactory completion of supplies in all respects.
- 3.9 Distribution subsidy will be claimed by NAFED only in cases where certified seed is sold to the farmer directly through its retail network or authorized dealers network and not when the certified seed is sold to State Govt. or their agencies.
- 3.10 NAFED will make the payment to the organizer only after receiving the same from the concerned buyer after deducting its service charges @ 7 % from the transactions where NAFED will receive the subsidy and pass on the same to the farmers and organizers as mentioned in clause no. II and @ 5% from the transaction where no subsidy will be received.
- 3.11 The guidelines framed by NAFED for undertaking the production programme of seed form inherent part of this agreement. Also, the producer organizer will be submitted the production assistance growerwise documents like Farmers Bank/Aadhar/Land details along-with section 9 as required timely for KHARIF/RABI/SUMMER season within the 40 Days. In absence of that due to not receipts the production assistance growerwise documents in stipulated period, after that these documents shall not be entertained before submission to GOI/ State Agriculture Department.

4 Quality & Inspection

- 4.1 The organizer/ producer would coordinate with the concerned state seed certification agency for completing all formalities like inspection of fields etc. while undertaking the certified seed production for NAFED.
- 4.2 The organizer/ producer will be solely responsible for field inspection of F/S & C/S Production Programme.
- 4.3 NAFED will have the right to inspect the fields, STL Reports, geo-tagging on **Krishi Mapper app** and processing unit of the farmer/ organizer/ producer where the certified seed production and processing has been undertaken for which **organizer/ producer shall make necessary arrangements/responsibility for farmers field visit.**

5 Security by way of Earnest Money Deposit

- 5.1 Two Lakh (2 lakh) as security deposit by DD / RTGS in favour of NAFED Indore. No interest will be paid for the said amount.

6 Completeness of the contract-The contract between organizer/ producer and NAFED shall be deemed as complete only if

- 6.1 The organizer/ producer completes the supply of contract processed quantity of pulses, as per the required quality specifications and within the stipulated time lines to the NAFED/ NAFED buyer, or
- 6.2 In the event of any variation in delivery time and/or quality and/or quantity of the supplied pulses to NAFED/ NAFED buyers, the dispute between the organizer/ producer and NAFED/ NAFED buyer shall be settled amicably between the parties under dispute, or

6.3 In the event the organizer/ producer is not able to supply the produced Seed quantity to NAFED/ respective State Agriculture dept. / DA & FW schemes for any reason attributed to the Seed producer, the suitable penalty may be imposed from organizer/ producer and black listing organizer/ producer from further participation in future contracts /EOI of NAFED.

7 Term and Termination

7.1 The tender awarded under this Agreement and this Agreement shall be valid and effective for a period covering **Three year (3 years)** from the date of execution, to be renewed thereafter if required by NAFED or terminated by both parties to this agreement on the basis of performance.

7.2 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.

8 Confidentiality

8.1 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.

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.

9 Indemnity

9.1 The organizer/ 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 organizer/ producer in respect of the services provided etc., whatsoever.

10 Severability

10.1 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.

11 Entire Agreement

11.1 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.

12 Governing Laws

12.1 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.

13 Central Government Organizations/ State Government Organizations / PACS/ FPOs,FPC, Agriculture Society, ICAR Institute/ Agriculture Institute/ KVK/ Multistate Coop. Society/ State Federation will be pioneer of implementation of seed Production Program as per the new guideline, Private entity will not be entertain.

Execution:

This agreement has been approved by the Competent Authority of NAFED vide approval dated.....in the file no HO/SEED/Central Registry No/104/2022-23 and same is being executed for and on behalf of NAFED through the **Head / State Head** 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, vide their authorization letter dated who has duly authorized being..... of the **Cooperative Society, FPO / Multi-state Cooperatives/ PACS**.

13 Applicable Law Jurisdiction and Dispute Resolution

13.1 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.

13.2 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 of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

13.3 Integrity Pact :

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

13.4 Holiday Listing :

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

13.5 Force majeure:

Should any extra-ordinary 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 3(three) 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. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. If a Force Majeure situation arises, the successful bidder shall promptly notify in

writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Successful bidder 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. The decision of NAFED on determination of Force Majeure shall be final and binding upon supplier.

- 14** 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.

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

Signatures:

Name:

Name:

Title: Head / State Head of Branch

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 Organizer / Producer/ PACS/FPOs/ Multistate cooperative societies**”

Witnesses (Name &Designation)

Witnesses

1.

1.

2.

2.
