



**NATIONAL AGRICULTURAL
COOPERATIVE MARKETING
FEDERATION OF INDIA LTD.**

Head Off: Siddhartha Enclave, Ashram
Chowk, Ring Road, New Delhi-110 014

Phones: EPABX- 26340019 (8 Lines)

Website: www.nafed-india.com

Ref.: HO/Bio-Fert/EMP-MARKETING AGENT/2024-25

Expression of Interest

Invitation for Expression of Interest for Empanelment of Marketing Agent for marketing of Bio-fertilizers / Bio Agri Inputs to State Government/ Government Companies and various India & Foreign buyers through marketing channel of NAFED

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 reputed Marketing agents (hereinafter called as “Marketing agent” as the case may be for marketing of Bio agri Inputs to various State Governments/Government Companies and Indian & Foreign buyers (hereinafter called as “Customer” or “Customers” as the case may be).

EOI REF. NO.: HO/Bio-Fert/EMP-MARKETING AGENT/2024-25

Dated: 27.05.2024

**Head (NSBD)
INDORE, NAFED**

Scope of work:

- a. The supply order shall be collected by Marketing agent on behalf of NAFED. In case, the orders are collected by NAFED directly, then Marketing agent shall not be entitled for commission.
- b. The supply shall be made directly to the party according to the supply terms & conditions in the supply order, Marketing agent shall be informed about the dispatches made. The supply shall be made on the credit basis.
- c. Marketing agent will be responsible for the quick realization of payments and the payable commission shall be disbursed only after realizing of the payment. Commission shall be paid after realizing the entire sale proceeds. **If the Marketing agent fails to realize payment/ part payment from buyer, Marketing agent shall be responsible for the same and NAFED reserves the right to recover the same from Marketing Agent.**
- d. The Marketing agent shall work in coordination of NAFED official of concerned branch and the claims/ commissions of the Marketing agent shall be accepted only after verification from the concerned branch.
- e. A minimum target shall be fixed on the basis of average of last 3 years sale. A security amount of Rs.1,00,000/- shall be deposited by the Marketing agent in the form of DD/RTGS/NEFT. However no interest shall be paid on security deposit.
- f. Commission charges on Invoice value shall be paid to Marketing Agent are as under:

Commission	Target Turnover
25%	0-25 Lacs
30%	26-50 Lacs
35%	51-75 Lacs
40%	76-1.00 Crore & above.

- g. Cut-off date of recovery shall be four months from the supplies.
- h. No sales return shall be allowed. In special case 10% sales return will be allowed after production of required documents. If sales return exceeds 10% Marketing agent shall be penalised with 50% of payable commission.
- i. In case of delayed payment, Marketing agent shall be penalised with 10% of his payable commission during reconciliation in the last month of the year.
- j. The Marketing agents shall furnish Interest free EMD + 18% GST on amount of Rs 1,00,000/- Only.

1. Business Cycle Year:

The business year shall be 1st April to 31st March consisting seasons as follows:

Kharif Season : 1st April to 30th Sept.

Rabi & Summer Season: 1st Oct to 31st March

2. Eligibility of Marketing agent:

Type of Marketing agent	Certifying Authority
Sole Proprietary Firm	From Registrar of Firms
Partnership Firm	Partnership deed
Private Limited Company & Public Limited Company	Duly Registered with Registrar of Companies (ROC)
Sale and Purchase Co-operative Society/Sangh	Duly Registered with State Govt.
Sale and Purchase Multistate Co-operative Society/Sangh	Duly Registered with Central Govt. Registrar of Cooperative Societies.
Farmers & Producers Organization	Accredited/Registered with Small Farmer Agriculture Consortium.(SFAC)
Sole proprietary firm whose proprietor requires special needs (Physically disadvantaged having impairment of more than 50%)	Duly Certified by Authorized Medical Attendant of Govt. Hospital

3. Pre-qualification criteria of Applicants:

The interested Marketing agent is required to have the following as per the pre-qualification criteria:-

- (i) The experience of any Agriculture inputs of minimum 2 years (if any).
- (ii) Certificate of Incorporation as company.
- (iii) Registration certificates with Tax authorities or MSME Registration and Government Departments.
- (iv) Company's PAN/ GST number.
- (v) Bank Solvency certificate.
- (vi) Audited Annual Accounts of the last two financial years.
- (vii) Last 2 years' Income tax return Certificate (attach copies).
- (viii) The prospective Marketing agents should not have been blacklisted / banned for marketing of Bioagri input by any State govt./Govt. Agency/Government of India or by any Government Undertaking.

4. Security Deposit to be paid by Marketing agent:

Type of Marketing agent	For All Over India
Proprietary of Partnership firms with Single/Multiple Outlets at Taluk/Mandal/District Level.	Rs.1,00,000.00
State Level Co-operative Society with Single/Multiple Outlets at Taluk/Mandal/ District Level.	
Multi-State Co-op. Society	
All Others	

The Security Deposit shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Indore and shall be 'Free of Interest Charge Payment' i.e. Marketing agent shall not receive any interest charges for the Security Deposit paid to NAFED. Security will be refunded upon termination of Marketing agentship after agreed period, However in case of breach of agreement security deposit may be forfeited.

5. Submission of Expression of interest:

- i. Interested Marketing agent may download application form for Expression of Interest document from 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.
- ii. 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 Marketing agent with his usual signature.
- iii. 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.
- iv. Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- v. Following documents has to be submitted along-with Application/ EOI in a sealed cover:-
 - (a) Request for empanelment on company's letter head.
 - (b) The interest free EMD for this application shall be Rs. 1,00,000/- (Rs. One Lac 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.
 - (c) Annexure-I, II, III and Annexure-IV duly filled in, signed and stamped.
 - (d) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.

(e) Documents as per Sr. No. 3

6. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to Head, NAFED, Seed & Bio-fertilizer Division, 51-A, Sector-F, Industrial Area, Sanwer Road Indore-452015 and the request for empanelment along with duly filled in enclosures viz. Annexure-I & II and all the required documents should reach the concerned.

7. Agreement:-

Marketing agent shall have to sign an agreement on Rs. 500/- non Judicial stamp paper as per the judicial requirement of respective state within one month from issuing of order.

8. Period of Marketing agent:-

The Marketing agent shall be awarded for a period of 2 years from the date of agreement. Appraisal of Marketing performance will be done annually and can be withdrawn based on performance.

9. Grant of Marketing agentship:-

Normally the area of operation for a Marketing agent shall be one district/ State depending availability of the Bio-agri Inputs. If area of operation increases beyond one State then separate agreement has to be executed for additional State after approval from NSBD Indore.

10. Marketing agent shall comply with.

All the statutory requirement under The FCO Act; and all the other statutory compliance for the area of operation of Marketing agent.

11. Advance Booking order Scheme: The Advance Booking order Scheme shall be informed time to time.

12. Continuity of Business:

The Marketing agent shall have to conduct business in each season i.e. Kharif, Rabi & Summer during each year.

13. Termination:

Either Party can terminate the Marketing agentship by giving 'One Month' notice in writing to the other Party.

14. General Terms & Conditions:

14.1 NAFED reserves the right to accept or reject any offer of Expression of Interest from Interested Marketing agents without assigning any reasons whatsoever.

14.2 The Marketing agent, 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.

14.3 Final selection of Marketing agents 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.

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

14.5 The Marketing agents may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Marketing agents 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.

14.6 The prospective Marketing agents can also be asked to furnish additional information / confirmation in connection with verification of the documents submitted by the Marketing agent, if deemed necessary.

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

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

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

14.10 Initially the Marketing agents shall be empanelled provisionally. However, for final empanelment, each Marketing agent has to give a declaration that the Marketing agent 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 Marketing agents being empanelled by NAFED.

14.11 Prospective Marketing agents who qualifies as empanelled Marketing agents to NAFED would be individually notified after the evaluation process of empanelment is complete.

14.12 NAFED reserves the right to remove any Marketing agents from empanelment list at their sole discretion without assigning any reason thereof.

14.13 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 tender 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.

14.14 The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact (Annexure-III of this tender documents) and have no objections whatsoever in signing the contract.

15. Ownership of EOI Documents and Information therein:

All Expression of Interest documents will become the property of NAFED upon submission. Where the prospective Marketing agent believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Marketing agents' 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.

16. No Contractual Obligation:

NAFED is not bound contractually or in any other way to any prospective Marketing agents 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 Marketing agents 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.

17. Indemnification:

i. All other statutory taxes, statutory dues, local levies, as applicable shall be remitted to the Government by the licensee in addition to the remittance of quoted License Fee to the Nafed The successful bidder shall indemnify Nafed from any claims that may arise from the statutory authorities in connection with this License Agreement.

ii. The successful bidder shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc to CIDCO/BMC/ statutory bodies and Nafed shall not in any manner, be responsible for payment of such dues. The successful bidder shall also indemnify Nafed against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.

The successful bidder shall indemnify and keep indemnified Nafed against any loss / damage to any person/ property from any legal suit / claim filed on this account by any third party. The successful bidder will at all times abide by all safety procedures and rules as may be stipulated by local bodies/ Nafed from time to time.

iii. The successful bidder shall fully indemnify Nafed against any actions, claim related to design/ patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.

iv. The successful bidder shall indemnify and keep indemnified the Nafed against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the Demolition of existing godown, Construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.

v. The successful bidder agrees and undertakes to indemnify and keep indemnified Nafed harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the Nafed as a result of any breach committed by him on this account.

vi. The successful bidder shall obtain electricity connection for lighting of the pillars from BSES/ local electricity supply body. In such case the party shall indemnify Nafed from any liabilities arising out of non-payment of dues/ imposition of penalty/ any other charges due to BSES/ DERC/ local electricity supply body and Nafed shall not in any manner be responsible for payment of such dues/ penalty etc.

vii. After completion of construction of the cold storage and before commencing the operations the selected bidder shall submit the details of plant and Machinery installed. The bidder shall also inform to Nafed about any subsequent additions of plant and machinery made/installed.

18. CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Nafed in relation to, or matters arising out of, or concerning the Bidding Process. Nafed shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. Nafed may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Nafed or as may be required by law or in connection with any legal process.

19. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION:

- (a) 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 High Court of MP 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.
- (b) All or any disputes arising or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the 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/modification thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi, India and the language of arbitration shall be English.

20. 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.

21. 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.

NATIONAL AGRICULTURE COOPERATIVE MARKETING FEDERATION OF INDIA LTD.,
Regd. OFFICE Siddhartha Enclave, Ashram
Chowk, Ring Road, New Delhi Complex,
New Delhi- 110 014.

Branch Office: NAFED, Seeds & Biofertilizer Division, 51-A, Sector F,
Sanwer Road, Industrial Area, Indore-452015

APPLICATION FOR MARKETING AGENT
PART-I

(To be filled in by the applicant use additional sheets where necessary)

1. Name of the firm & Type of Marketing agent:

2. Postal Address:

Block :

Phone :

Tehsil :

Gram :

District :

Telex :

State :

Pin code :

**Photograph
with Sign**

3. Name of the owner /partner(s)/Director
: or Incharge (latest Photograph)

4. Whether registered with MSME? If,
yes

: Registration No. & Date

5. PAN No :

6. GST No.

:

7. Banker's Name , Address & Account
Number

8. Exact name of location/territory :
For which Marketing agentship is applied

9. How much total annual sales turnover
can be achieved?

10. Professional experience in handling
Agricultural inputs

No. of years:-

- a. Seeds
- b. Fertilizers/Bio fertilizer
- c. Pesticides
- d. Others

11. Name of the other
firms/institutions whose
Marketing agentship is presently
held

12. Is this the first time Nafed Marketing
agentship (Yes/No) whose dealership
is presently held

13. If "NO" details of previous Marketing agentship for Nafed : Year From To

14. Reason for discontinuing

15. Any other relevant information :

Declaration

I/We have gone through the NAFED's Marketing agentship Terms and Conditions and agree to abide by them. The above facts are true to the best of my/our knowledge & belief.

Signature

(Authorized person in the case of firms) Name _____

Seal

Place:

Dated:

PART-II
(For Office Use)

1. Remarks of Incharge (Mktg), NAFED, SEED & BIOFERTILIZER, Indore

Signature
Name

Date:

2. Remarks of Head , NAFED

Signature
Name

Date:

3. Appointment Particulars

a. Date of signing the agreement

b. Credit Limit by NAFED, if any

c. Security deposit details

CR No.

Date

Amount (Rs)

d. Date of appointment

e. Marketing agent Code No.

f. Sl. No. and date of Marketing agents Certificate

Incharge (Mktg.)

Head (NSBD)

NATIONAL AGRICULTURE COOPERATIVE MARKETING FEDERATION OF INDIA LTD.,
Regd. OFFICE Siddhartha Enclave, Ashram
Chowk, Ring Road, New Delhi Complex, New
Delhi- 110 014.

Branch Office: NAFED, Seeds & Bio-fertilizer Division, 51-A, Sector F,
Sanwer Road, Industrial Area, Indore-452015

PART- III
Acknowledgement

No.

Date

To

M/s. _____

Sir,

This is to acknowledge the receipt of your Application Form..... Dated.....
for Nafed's Marketing agent. You may please await further communication In this regard.

Signature

Head ,
National Agriculture Cooperative Marketing Federation of India Ltd.
(NAFED), Indore

APPLICATION FORM FOR EMPANELMENT OF BIOAGRI INPUT MARKETING AGENT

(TO BE SUBMITTED ON LETTER HEAD)

To,
The Head
National Agricultural Cooperative Marketing Federation of India Ltd., (NAFED)
51-A, Sector F, Sanwer Road, Industrial Area-452015
Indore (M.P)

SUB : EMPANELMENT OF MARKETING AGENT FOR SELLING OF BIO AGRI INPUTS.

Dear Sir,

Please refer to your advertisement published in dated /on Nafed website inviting application for empanelment of Marketing agents for a period of two year for selling of Bioagri inputs.

We are pleased to quote as under:-

A) NAME OF PRODUCT / ITEMS-

i) Bio Agri Inputs & Other implements.

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.	Attach documentary evidence./Year of establishment Name of Chief Executive	
5.	PAN No. (Attach copy)	
6.	GST No. (Attached copy)	
7.	MSME Registration	
8.	Bank Solvency Certificate	
9.	Whether blacklisted by Government department, public sector, quasi government Undertaking	
10.	Financial status of the Company; (Attach Banker's Certificate)	
11.	Name & Address of Banker	
12.	Name & Designation with attested specimen signature of the authorized signatory	
13.	Contact Person with Designation, mobile and landline number, e-mail ID, fax no. and website	
14.	Details of payment of EMD	
15.	Last 2 years' audited balance sheet (attach copies)	
16.	Last 2 years' tax assessment Certificate & declaration u/s 206AB (attach copies)	

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
applicant along with seal)

**(ON COMPANY'S LETTER HEAD)
ANNEXURE II**

To,
The Head
National Agricultural Cooperative Marketing Federation of India Ltd., (NAFED)
51-A, Sector F, Sanwer Road, Industrial Area-452015
Indore (M.P)

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(Name of the Organisation), 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 marketing of any crop seed, Bio-Agri Input and other work etc.

Thanking You

Yours faithfully

INTEGRITY PACT

(on the non judicial stamp paper of Rs.100/- or on the letterhead of the company / firm)

Between

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 Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, and Branch office NAFED , Seed & Bio-fertilizer Division at 51 A, Sector-F, Sanwer Road, Indore-452015 (M.P.) hereinafter referred to as “NAFED”,

And

_____,^a
Limited/Private/Partnership Firm/Sole/Proprietorship/Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at _____ through its (Designation), (Name) , resident of _____ duly authorized (hereinafter referred to as “Marketing Agent”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

NAFED has invited EOI for Empanelment of Marketing agent for marketing of Bio Agri Inputs to State Government/ Government Companies and various India & Foreign buyers through marketing channel of NAFED

Section 1 – Commitments of NAFED

1. NAFED commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

NAFED will, during the tender process treat all Marketing Agents with equity and reason.

NAFED will in particular, before and during the tender process, provide to all Marketing Agents the same information and will not provide to any Marketing Agents (s) confidential/additional information through which the Marketing Agents (s) could obtain an advantage in relation to the tender process or the contract execution.

NAFED will exclude from the process all known prejudiced persons.

2. If NAFED obtains information on the conduct of any of its employees which is a criminal

offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, NAFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Marketing Agent

1. The Marketing Agents commit to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

The Marketing Agent will not, directly or through any other person or firm, offer, promise or give to any of NAFED's employees involved in the tender process or in 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.

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

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Marketing Agent (s), before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the

Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Marketing Agent (s) commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Marketing Agent (s) into question,

NAFED shall also be entitled to exclude the Marketing Agent (s) from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

If NAFED disqualifies the Marketing Agent (s) from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover from the Marketing Agent (s) liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

The Marketing Agent (s) declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If the Marketing Agent (s) makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Marketing Agent (s)

The Marketing Agent (s) undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to NAFED before signing of the contract, if awarded in its favour.

NAFED will enter into agreements with identical conditions as this one with all Marketing Agent (s). NAFED will disqualify from the tender process any Marketing Agent (s) who does not sign this Pact with NAFED or violates its provisions.

Section 7 – Criminal charges against Marketing Agent (s)

If NAFED obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if NAFED has substantive suspicion in this regard, NAFED will inform the same to its Chief Vigilance Officer.

Section 8 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Marketing Agent (s) twelve months after the last payment under the contract, and for all other Marketing Agent (s) six months after the contract has been awarded.`

If any claim is made/lodged during this time by either party, 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 MD, NAFED.

Section 9 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

If the Marketing Agent (s) is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of NAFED)

(For & on behalf of the Marketing Agent (s))

(Office Seal)

(Office Seal)

(ON YOUR COMPANY'S LETTER HEAD)Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961

To,
M/s NAFED
India.

Dear Sir/Madam,

Subject: Declaration confirming filing of Income Tax Return for immediate 3 preceding years

I, Ms/Mr/M/s. _____ in capacity of Self/Proprietor/Partner/Director of _____ (Name of entity) having TMID _____, PAN _____ (PAN of Entity) registered office/permanent address at _____ do hereby confirm that our income tax return filing status for last 3 Financial Years is as given under:

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed / Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 50000/- or more (Yes/No)

I/We hereby undertake to indemnify M/s NAFED for any claim/loss/liability/cause of action fully including any Tax, interest, penalty, etc. that may arise due to inaccurate/false/incorrect reporting of any of the above information.

For _____ (Name of Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____