

# NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.(NAFED) NAFED House, Siddhartha Enclave Ashram Chowk, Ring Road New Delhi-110014

NAFED INVITES EXPRESSION OF INTEREST (EOI) FOR

EMPANELMENT OF FRANCHISEE

FOR

DEVELOPMENT OF AGRICULTURE INFRASTRUCTURE SOLUTIONS

UNDER AGRICULTURE INFRASTRUCTURE FUND

UNDER

NAFED INFRUSTRUCTURE BRAND

EOI NO.:- NAFED/HO/EOI/2020-21/01

Dated: 21.10.2020

#### **Notice Inviting Expression of Interest (EOI)**

#### For

- 1. Empanelment of Franchisee for developing agriculture infrastructure by interested entities preferably cooperatives / Farmer producer Organisations / Private individuals/companies involved in Agriculture related activities including procurement operations / agriculture products aggregation / Logistics Operations/Grain Management. The empanelled franchisees are expected to Plan, develop and construction of agriculture infrastructure including Warehouse / Silos / cold storage / pack house / Ripening Chambers etc. which are eligible for obtaining assistance under Agriculture Infrastructure Fund of Government of India, closest to the production / consumption centers across India.
- 2. The franchisee looking for empanelment should preferably own land or hold land under registered lease deed for a minimum period of 30 years.
- 3. Preference will be given to location(s) which are close to a National / State Highway / within or nearby rail siding or Freight Terminal.
- 4. The land should necessarily be in close proximity of major agriculture crops producing /consumption areas.
- 5. The purpose of this EOI document is to provide interested parties with the relevant information/invite regarding the project and understand the scope of the Project and invite feedback from interested and eligible vendors. The applicants are advised to study this EOI Document carefully before submitting their feedback & suggestions in response to the EOI Notice. The feedback & suggestions received as part of the response from the participants to this EOI Document may be used towards further prepare project specific Detailed Project Report for development of infrastructure if found suitable.
- 6. This is an open ended empanelment process. The interested parties may provide relevant details if they feel are eligible. NAFED would revert to applicants based on merits of the application.

#### **Notice of Disclaimer**

- a. The information contained in this EOI or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (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.
- b. No part of this EOI and no part of any subsequent correspondence by NAFED, or NAFED Representatives 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.
- c. The EOI document has been prepared solely to assist prospective Applicants in making their decision to place their applications against this EOI. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit an application. The data and any other information wherever provided in this EOI is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, 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.
- d. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to this EOI. Applicants have to undertake their own studies and provide their applications.
- e. 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 proposal in relation to which it is being issued.
- f. 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 the said Project. 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.

- g. The EOI Document has not been filed or approved in any jurisdiction. 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, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- h. NAFED reserves the right to reject all or any of the Applications submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any other costs incurred by the applicant thereafter.
- j. NAFED may at 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.
- k. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- 1. NAFED reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to the EOI will be notified on NAFED website by way of corrigendum.
- m. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- n. National Agricultural Cooperative Marketing Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under the relevant provisions of the 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, (hereinafter referred to as the "NAFED").

#### 3) Introduction and Background

- 3.1 National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED) was established with the objectives to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.
- 3.2 NAFED intends to set up Agriculture infrastructure solutions across Indiabased on details provided in the empanelment document.
- 3.3 The infrastructure solutions has to be developed by the party on their own land (owned or leased on long term) or in a land allocated by NAFED on long-term dedicated basis or land allocated by Freight Terminal or Logistics Park.
- 3.4 Tentative locations for setting up of infrastructure solutions, would be as per the need of NAFED and determined based on commercial feasibility of the project and its utility to the stakeholders.

#### 3.5 The key objective is to:

- a. To provide the modern agriculture infrastructure which are accredited by agencies like Warehouse Development Regulatory Authority (WDRA).
- b. To reduce the total cost and gestation (concept to commissioning) period of setting up infrastructure solutions having logistics facilities preferably with rail connectivity with all basic amenities, security system, boundary walls, gate complex, office blocks, electricity, water supply, sewerage system, approach roads, etc.

#### 3.6 Description of EOI Process:

- a. The stage of Expression of Interest (EOI) is undertaken as an industry consultation to determine credible partners having requisite capability for undertaking the Scope of Work, to provide their inputs on the key parameters to be adopted by NAFED which would help determining the terms and conditions for the selected locations. The terms and conditions will be specific to each project depending upon the location, requirement etc.
- b. The applicant is free to propose any location with complete description and justification for setting up of infrastructure solution, based on production of any item(s)/ commodities handled by NAFED or other such agencies, its consumption or any other reason(s). If found suitable, NAFED may consider all

- or some of the locations for further deliberations to develop infrastructure, but the same is not binding on NAFED.
- c. Applicants will be required to provide details of the suggested locations so as to make NAFED well acquainted with the facility/location before preparation of DPR.
- d. The suitable locations derived from the empanelment process would be further scrutinised for its commercial viability and utility to the stakeholders. If found suitable, the party would provide all the required documents for preparation of DPR for submission to Agriculture Infrastructure Fund (AIF) for assistance under the scheme.
- e. The DPR would be submitted to the financial institution for obtaining credit facility to develop the infrastructure and apply for assistance under AIF.
- f. Only those projects which are found to be eligible for funding under AIF would be pursued further.
- g. The Party has to begin the development of infrastructure and meet the timelines as agreed by NAFED and as per the AIF scheme guidelines. Essence of the timelines is to put the infrastructure to use at the least possible time.

#### 4. Scope of Work

- 4.1. All investment in the project will be the responsibility of the applicant.
- 4.2. The applicant will be responsible for taking all approvals including regulatory, for implementation of the project. Applicant is responsible to pay all the taxes, statutory fees/levies either one time, over a period of time or periodically w.r.t. infrastructure created under the proposal.
- 4.3. Applicant would be responsible for construction of the infrastructure. The construction of infrastructure should adhere to the specified norms and standards of NAFED and any of the applicable standards /guidelines.
- 4.4. NAFED would be overseeing the development of infrastructure through a professional agency so as to ensure strict adherence to norms and standards.
- 4.5. The infrastructure solution to be developed with provision for expansion of capacity vertical or horizontal or a mix thereof. It should be using the state of the art technology, having complete automation in majority of activities, remotely operable/networkable, energy efficient, environment friendly, requiring minimal manual operations.
- 4.6. The Infrastructure solution to be developed may limit its lending to the extent of Rs 2 crore in order to gain maximum assistance under AIF.
- 4.7. NAFED will be responsible for marketing the infrastructure so developed and will put to use on best endeavour basis with no minimum guarantee of its usage.
- 4.8. NAFED INFRUSTRUCTURE BRAND would be developed to aggregate market demand for the infrastructure developed under this proposal.
- 4.9. To manage the infrastructure and operations, NAFED will appoint the third party solution provider.
- 4.10. NAFED will assist the applicant with Government agencies/financial agencies to get Loan/Grant/Assistance/Subsidy if any for such projects. The Grant / Assistance / subsidy thus obtained will be construed as the contribution of NAFED into the respective project.

- 4.11. The revenue generated through the project would be shared between the franchisee and NAFED and any other entity (if required), as per the project specific financial agreement with the franchisee.
- 4.12. The infrastructure developed under this proposal would be having association with NAFED for the period specified in the project specific financial agreement with the franchisee and not less than the period of loan term.
- 4.13. The franchisee is solely responsible for the loan taken by the financial institution and its servicing / payment of interest and principal. Franchisee is responsible to execute other conditions as required to be met under AIF.
- 4.14. Franchisee agrees to completely indemnify NAFED of any financial liability arising out of the arrangement under this proposal.
- 4.15. Depending on the specific project arrangement, NAFED may bring in equity in terms of cash or land etc. which would be explicitly mentioned in the project specific financial agreement with the franchisee. The shareholding pattern of NAFED in a project would be equal to any such equity and the Grant / Assistance / subsidy obtained with the help of NAFED.

#### 5. Eligibility of Applicants

- 5.1. The applicant can be a PrimaryAgricultural Credit Societies (PACS), Marketing Cooperative Societies, Farmer Producers Organizations(FPOs), Self Help Group (SHG), Farmers, Joint Liability Groups (JLG), Multipurpose Cooperative Societies, Agri-entrepreneurs, Startups and Central/State agency or Local Body sponsored Public Private Partnership Projects, company registered under the Companies Act, 1956 or a Partnership registered under the Indian Partnership Act, 1932 for the last three years or a consortium or joint venture or sole proprietor. Documentary proof of the legal entity may be provided along with relevant documents for last 3 years on the financial status of the legal entity such as audited balance sheet or tax returns etc.
- 5.2. The Applicant should have sound financial standing.
- 5.3. The Applicant should be eligible to get assistance under AIF. Applicant are advised to study the AIF scheme, guidelines, DPR and other details to make themselves acquainted with the requirements of scheme and fulfil the same.
- 5.4. The Applicant should be legally competent to enter into contract as per the prevailing Indian law.
- 5.5. The applicant should own requisite parcel of land or should be in possession of requisite parcel of land on long terms lease basis of 30 years or more, with clear land title with no legal/revenue related issues
- 5.6. The land parcel should preferably within the vicinity of 500 mtr to maximum 5 kms of Major District Roads/State Highways/National Highways
- 5.7. The land parcel should be preferably either be within a Freight Terminal/rail siding or in the vicinity of the same.
- 5.8. The land parcel should be in the production/consumption area of crops/commodities handled by NAFED or similar agencies.

# 6. Application form

A sample application form is provided in Annexure 1. More details if available, about the project may be provided for better clarity.

#### 7. Information to the Applicant(s) -

- 7.1. There is no timeline for submission of EOI. Partners can submit their EOI from time to time and will be considered by NAFED depending on the infrastructure solutions requirements accordingly.
- 7.2. NAFED reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NAFED website https://www.NAFEDindia.com only, by way of corrigendum.
- 7.3. All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.
- 7.4. NAFED reserves the right to modify, suspend, change or supplements this EOI at any stage of the process. Any change to the RFQ will be notified through the above mentioned NAFED website.
- 7.5. This EOI Information Document 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.
- 7.6. Mere submission of applications under this EOI does not ensure selection of the Applicant as Successful Applicant.
- 7.7. The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- 7.8. After scrutiny of Technical documents in accordance with the terms & conditions of this EOI. NAFED shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.
- 7.9. In case of differences arising in the terms and conditions of the EOI documents with the firm(s), the decision of NAFED shall final and binding upon all.
- 7.10. Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.

- 7.11. The Evaluation Committee of NAFED constituted for this purpose shall assess the ability of the applicants to render the requisite infrastructure and services based on the Applicant profile, rating and on such other criteria as it may fix and only those applicant qualifying the technical evaluation will be considered for empanelment.
- 7.12. The applicant should sign on each page of the EOI documents.
- 7.13. The period of empanelment of successful applicants will initially be for the period of loan term and extendable on mutually agreed terms and conditions, on the discretion of NAFED.
- 7.14. NAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NAFED within given time period.
- 7.15. Earnest Money Deposit: The EOI applications must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/Pay Order/NEFT/RTGS in favour of NAFED, payable at New Delhi. Applications received without Earnest Money Deposit and EOI fees shall not be entertained. No interest shall be payable by NAFED on EMD. Any type of exemption is not allowed. DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi.

### 8. Non-Refundable Participation fee

Interested applicant(s) shall require to pay non-refundable fee of Rs.2,360/- (Rs. Two Thousand Three Hundred Sixty Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of NAFED as per bank account details given as under: -

NAME OF THE BENIFICERY : NAFED

ACCOUNT NUMBER : 06121000100448 NAME OF BANK : PUNJAB & SIND BANK

ADDRESS OF THE BANK : SIDHARTHA ENCLAVE, NEW DELHI

IFSC CODE : PSIB0000612

DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi towards EOI document Fee (Non-Refundable).

#### 9. Process of Submission of Application

- 9.1. The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the below mentioned address.
- 9.2. Application documents may be scanned in pdf format.
- 9.3. Applicant who has downloaded the EOI from the NAFED website shall not tamper/modify the EOI application form, in any manner. In case if the same is found to be tampered/modified in any manner, the application will be summarily rejected.
- 9.4. The EOI application shall be in English language. All correspondence and documents relating to the EOI exchanged between the applicant and NAFED shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the application but not in English language shall not be treated as part of the EOI application document. The responsibility for the correctness of the translations if any solely rests on the applicant and NAFED shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the document, the English translation shall prevail.
- 9.5. Applications that are received without documents for essential requirements & EMD will be summarily rejected.

#### **10. Completeness of the contract:**

10.1 The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by NAFED or if any act/event/incident takes place which is attributable to Applicant (s), which results in delay/incompletion of an event or which results in a financial, reputational or other losses to the NAFED.

#### 11. Termination:

- 11.1 There would be a regular review of the performance of Applicant in the panel.
- 11.2 In the event of the Applicant having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the NAFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Applicant any resultant loss sustained or costs incurred by the NAFED.
- 11.3 NAFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Applicant of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the NAFED due to the Applicant(s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Applicant shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the NAFED shall be final and binding on the Applicant.
- 11.4 NAFED reserves the right to terminate the contract at any time by giving one month's notice in writing to the Applicant if the policy guidelines, on which the contract is dependent, are modified or other circumstances, in which event no fee, costs, expenses, damages etc. shall be payable.
- 11.5 If at any time during the currency of contract, it comes to the notice of NAFED that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Applicant, Nafed reserves the right to summarily terminate the contract.
- 11.6 In case the performance of the Applicant is not found to be satisfactory during the currency of the agreement, Nafed can prematurely terminate the agreement after giving one month notice.

#### 12. Indemnity:

12.1 The Applicant 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 Applicant in respect of the services provided etc., whatsoever.

#### 13 Confidentiality:

13.1 The Applicant and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to agency of Govt. of India and its affairs to which the Applicant)/ their employees etc have access, in the course of performance of the contract.

#### 14. Execution of Agreement:

14.1 Separate agreements for award of work shall be executed between NAFED and the Applicant on Non-Judicial Stamp Paper of Rs. 100/-, to be provided by the Applicant on award of work. The terms and conditions enumerated in the tender shall form the part of the agreement.

#### **15. Force majeure:**

15.1 A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Applicant, which such Applicant could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Applicant or the failure of such Applicant to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Applicant's obligations under this Contract. A Applicant shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

#### 16 Notices:

16.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

#### 17. Applicable Law Jurisdiction and Dispute Resolution:

17.1 The EOI document 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 parries 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.
- 17.2 All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights arid 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.
- 17.3 Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending Applicant in the courts having jurisdiction over the parties.

#### 18. Information to the Applicant(s):

- 18.1NAFED reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NAFED website https://www.NAFED-india.com only, by way of corrigendum.
- 18.2All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.
- 18.3 NAFED reserves the right to modify, suspend, change or supplements this EOI at any stage of the process. Any change to the EoI will be notified through the above mentioned NAFED website. This EOI Information document 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. Mere submission of applications under this EoI does not ensure selection of the Applicant as Successful Applicant.
- 18.4 The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- 18.5 After scrutiny of Technical documents in accordance with the terms & conditions of this EOI. NAFED shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.

- 18.6 In case of differences arising in the terms and conditions of the EoI documents with the firm(s), the decision of NAFED shall final and binding upon all.
- 18.7 Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.
- 18.8 The applicant should sign on each page of the EOI documents.
- 18.9 NAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NAFED within given time period.
- 18.10 NAFED's Holiday Listing Policy is part of this EOI and is available on NAFED's website under Tenders section.
- 18.11 Integrity Pact as decided by NAFED has to be signed by the Applicant.

#### • Contact Details:

Time & Address for submission of Application	On all working days Ground Floor, NAFED House Siddhartha Enclave , Ashram Chowk, Ring Road New Delhi - 110014
Contact Person (with Phone No. &	Shri Tarun Handa
E-mail)	GM (PR & Publicity)
	M: 9971829912
	tarunhanda@nafed-india.com

To,
Managing Director,
NAFED
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014

**Subject:** Submission of EOI for Empanelment of Franchisee for Development Of Agriculture Infrastructure Solutions Under Agriculture Infrastructure Fund Under NAFED Infrastructure Brand

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, I/We offer to submit the EOI for the Project.

I/We agree and understand that the EOI and this EOI is non-binding and non-committal. Further, I/we confirm that neither NAFED nor any of its employees, associates, affiliates or its agents shall not be liable to me/us for any liability arising directly or indirectly from our participation in the EOI Process

I/We further agree, understand and fully comprehend that NAFED may in its absolute and exclusive discretion at any time change, alter, replace, remove and/or cancel any or all part of the EOI Document or the Project.

I/We submit here to my/our EOI as per the requirements and details specified in the EOI Document. I/We confirm that the information contained in these submissions or any part thereof, including the appendices, and other documents and instruments delivered or to be delivered to NAFED are true, accurate, verifiable and complete. These submissions include all information necessary to ensure that the statements therein do not in whole or in part mislead NAFED in its EOI Process

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading during the EOI Process, I/we are liable to be disqualified from the EOI Process.

I/We agree for unconditional acceptance of all the terms and conditions set out in the EOI Document.

I/We agree that you are not bound to accept any EOI you may receive. I/We also agree that you reserve the right in absolute sense to reject all or any of the EOI received as per the EOI Document and Advertisement.

It is hereby confirmed that I/We am/are entitled to act on behalf of my/our firm and empowered to submit this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory	
Name of the Authorized Signatory	
Address of the Applicant	
Telephone & Fax of the Applicant	
Email Address of the Applicant	
**********	

# **Format for Application**

- 1 Applicant details \_
  - a. Name of the Applicant
  - b. Name of key persons
  - c. Authorized signatories
  - d. Contact details

Registration details (if any)

- e. Certificate of incorporation
- f. Registration Number
- g. PAN Number
- h. CIN no
- i. GST No
- j. Registered and local office addresses (with documentary proof)
- 2 Profile of the Applicant Brief description on type of business, experience etc.
- 3 Documents to demonstrate the financial capacity -
  - Annual Report or
  - Certificate of Chartered Accountant certifying Last three years Income, Expenditure and profit / loss (Copies to be enclosed).
- 4 Location (s) proposed for creating Agriculture Infrastructure with full details
  - a. Town/District/Tehsil/Village
  - b. Survey nos. of the land (site)
  - c. Location with google coordinates
  - d. Area of the land
  - e. Land already in possession or proposed to be acquired (supporting Documents to be attached)
  - f. In case of land on private registered lease, a no objection certificate by way of affidavit from the lessor for creating infrastructure under this proposal.
  - g. Distance from
    - i. Nearest MDR/State/National Highway
    - ii. Nearby Railway Goods shed/Freight Terminal
- 5 Physical Infrastructure available/to be created like -
  - a. Master Plan indicating the layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillary facilities

- 6 Traffic accessibility to the proposed godown free from all hindrances
- 7 Investment plan at the proposed location. The amount of proposed investment may be mentioned.
- 8 Any feasibility study already undertaken. If yes, to be enclosed
- 9 Period of agreement: .....

## **Declaration by the Applicant regarding Qualifications**

In relation to my/our application submitted to NAFED in response to their Notice Inviting EOI for empanelment of franchisee for development of agriculture infrastructure solutions under Agriculture Infrastructure Fund under NAFED infrastructure brand, I/we hereby declare under that:

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required as per EOI document issued by NAFED.
- 2. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
- 3. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our processional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 4. I/we do not have a conflict of interest as specified in the Act, Rules and the EOI Document, which materially affects fair competition.
- 5. I/we have not been blacklisted or debarred by any state departments/Corporations or central/ state Govt. as on the last date of Application submission.
- 6. I /we acknowledge that proprietor/any of the partners of the Applicant firm/any of the Directors of the Applicant entity have been at any time, convicted by a Court for an offence involving moral turpitude.

Date: Signature of Applicant

Place: Name:

Designation:

(seal if available)

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END OF EOI DOCUMENT