

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING  
FEDERATION OF INDIA**

**NOTICE**

Notice inviting Expression of Interest from the eligible bidders for establishment of cold chain including CA capacity of 5500MT, pre-conditioning, reefer transport and processing infrastructure each at Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis. The detailed EOI is available on <http://www.nafed-india.com/>. The bidders are requested to please be updated with the above website for any clarification and notices concern with EOI, as no further information will be published in respect of this EOI through any other media.

The last date of submission of bid is **10<sup>th</sup> April, 2023**

Nafed reserves the right to reject any or all EOIs without assigning any reasons thereof.

Manager (Horticulture)  
NAFED HOUSE,  
Sidhartha Enclave,  
Ashram Chowk, Ring Road  
New Delhi - 110014



**NAFED House, Siddhartha Enclave  
Ring Road, Ashram Chowk,  
New Delhi-110014  
Telephone EPABX: +91 011-26343366  
Website: [www.nafed-india.com](http://www.nafed-india.com)  
PAN NO. AAAAN4629F**

**National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)**

**Invites Expression of Interest (EOI) on two bid system**

**for**

**ESTABLISHMENT OF COLD CHAIN INCLUDING CA CAPACITY OF  
5500MT, PRECONDITIONING, REEFER TRANSPORT AND PROCESSING  
INFRASTRUCTURE EACH AT TWO LOCATIONS IN KATHUA, SAMBA  
AND HARIPARIGAM, PULWAMA, KASHMIR ON BUILT OPERATE  
TRANSFER (BOT) BASIS**

**Ref. No.: HO/Hort/CA/J&K/124/2020-21**

Last date of Submission of Bids	:	10 <sup>th</sup> April, 2023 upto 11.00 AM
Pre-bid Meeting	:	3 <sup>rd</sup> April, 2023 at 11.00 AM at NAFED, Head Office
Opening of Technical Bids	:	10 <sup>th</sup> April, 2023 at 12.00 Noon
Presentation of Bidder	:	13 <sup>th</sup> April, 2023 at 11.00 AM

**National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)**  
**NAFED House, Siddhartha Enclave**  
**Ring Road, Ashram Chowk,**  
**New Delhi-110014**  
**Telephone EPABX: +91 011-26343366**  
**Website: [www.nafed-india.com](http://www.nafed-india.com)**

**Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014 invites bids in two bid system from the eligible bidders for establishment of cold chain including CA capacity of 5500MT, pre-conditioning, reefer transport and processing infrastructure each at two locations in Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis.**

**Interested and eligible bidder(s) may submit their bids to Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014 as per bid documents available on the NAFED website <http://www.nafed-india.com>.**

After scrutiny of Technical bids, NAFED shall shortlist the eligible bidders and inform them of the date and time of opening of Financial bids.

NAFED reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc. shall be posted on NAFED website <http://www.nafed-india.com> .

Manager (Horticulture)  
NAFED House,  
Siddhartha Enclave,  
Ashram Chowk, Ring Road  
New Delhi - 110014 (India)  
Ph-011-26340019  
Mob :- 9414025061

E-Mail : [sanjaykumarrathi@nafed-india.com](mailto:sanjaykumarrathi@nafed-india.com)

## **SECTION I**

### **NOTICE OF DISCLAIMER**

- (i) The information contained in this Bid documents or subsequently provided to intending Applicant(s) whether verbally or in document 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 bid document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this bid and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken either as providing legal, financial or other advice or 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) The bid document has been prepared solely to assist prospective bidders in making their decision for bidding. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this bid documents 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 of the information contained herein or in any document or information, whether written or oral, made available to a bidder, 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 bid documents.
- (iv) Neither NAFED nor NAFED representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this bid document. Interested bidder(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the supply. Bidders have to undertake their own studies and provide their bids.
- (v) This Bid 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 supply in relation to which it is being issued.
- (vi) The information and statements made in this bid document have been made in good faith. Interested bidders should rely on their own judgments in participating in this bidding/e-auction. 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) The bid 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 Bid 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 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 bidder will have no claim whatsoever against neither NAFED nor its employees, officers.

- (x) NAFED reserves the right to modify, suspend, change or supplements this bid at any stage. Any change to this bid documents shall be uploaded on NAFED website <http://nafed-india.com>
- (xi) Mere submission of a bid does not ensure selection of the bidder as Successful bidders.

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**END OF SECTION I**

## **SECTION – II**

### **INTRODUCTION AND OVERVIEW**

#### **1. INTRODUCTION**

National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is one of the central nodal agencies for procurement of Pulses and Oilseeds under Price Support Scheme (PSS) of Government of India. NAFED is also one of the Agencies for procurement and buffer stocking of Pulses and Onion under Price Stabilization Fund (PSF) Scheme of Government of India.

#### **2. OVERVIEW**

To create a cold supply chain for perishable horticulture crops like apple and onion etc in the UT of J&K. The Cold supply chain is intended to benefit the farmers and consumers of J&K. NAFED proposes for establishment of cold chain including CA capacity of 5500MT, pre-conditioning, reefer transport and processing infrastructure each at two locations in Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis at land provided by NAFED on BUILT OPERATE and TRANSFER (BOT) model.

- (i) Interested and eligible bidder under the Technical bid, shall require to submit copy each of required documents to **Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014** before the last date & time given in this bid documents.
- (ii) After scrutiny of Technical bids, NAFED shall shortlist the eligible bidders and inform them of the date and time of financial bidding.
- (iii) NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof. The issue of this bid document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of bid process.

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**END OF SECTION II**

**SECTION -III**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1. Contact information:**

Manager (Horticulture)  
NAFED House, Sidhartha Enclave,  
Ashram Chowk, Ring Road  
New Delhi - 110014 (India)  
E-Mail : [sanjaykumarrathi@nafed-india.com](mailto:sanjaykumarrathi@nafed-india.com)

**Location of land**

Two projects shall be established one each in Kathua, Samba and Hariparigam, Pulwama, Kashmir.

Land will be provided by NAFED allotted to it by State Government.

Area of land will be around 40 kanals for each location.

**2. Eligibility Criteria for Bidding**

**A. General Criteria :**

- a) The Bidder should be either a Company incorporated in India under the Indian Companies Act, 1956 including any amendment thereto OR a Partnership Firm/Proprietorship Firm/ Pvt. Ltd. Company/Limited Company/ LLP etc. registered under relevant Act in India. The bidders can bid as Consortium or Joint Venture also. Hence required eligibility conditions can be met independently by a single bidder or jointly in consortium with other members.
- b) Bidder should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.
- c) Bidder should hold a valid Permanent Account Number (PAN), as applicable.
- d) Bidder should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.
- e) NAFED reserves the right to reject any or all bids or cancel/withdraw the Notice Inviting EOI without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- f) The bidding documents can be downloaded from <http://www.nafed-india.com/> and the cost of bidding document as mentioned in clause 5 (a) need to be submitted with the bid submission.
- g) Bidder should hold valid PF&ESI number.

**B. Technical Criteria:**

Bidder must meet the following criteria jointly or independently:

- 2.1.1 The bidder shall be a CA/Cold Storage Project Developer/Food Processor (having valid FSSAI License)/ Equipment Manufacturer of CA/ Cold Storage/Cold Chain/ Logistic Company having experience of setting up of similar plants which includes Cold storage, along with components mentioned in clause of scope of work, Pre-Engineered Buildings (PEB), Civil & Electrical work and utilities for cold storage.  
OR/ AND

- 2.1.2 The bidder shall have experience in successful Operation & Maintenance or running of facilities which includes CA/MA Cold storage, or any Food Processing units for the period of at least 2 years. The bidder should submit details of at least one similar project for which it has taken operation and maintenance or has an experience of running it for 2 years.

Note: The Bidder may also be a consortium or JV with maximum 3 (three) members whose collective / individual experience should meet experience as mentioned in clause 2.1.1 & 2.1.2.

- 2.1.3 Bidder shall submit, in support to the above, the list of project(s) commissioned along with their work order and completion, commissioning, experience certificates from owner.

### **C. Financial Criteria**

- 2.2 The average annual turnover of the bidder (individually or aggregate of the members of the consortium) during the preceding any three out of last four financial years ending March, 2023 shall not be less than INR 10 Crores (Indian Rupees Ten Crores only). Statutory Auditor certificate shall be furnished in this regard.
- 2.3 The Net Worth of bidder should be in positive. A certificate from Chartered Accountant in this regard shall be furnished. Preference shall be given to the bidders having greater creditworthiness and for this purpose a solvency certificate issued by any scheduled commercial Bank shall be furnished.
- 2.4 Annual Audited Balance Sheets for the last three years till FY 2021-22 shall be enclosed as supporting document.
- 2.5 Notwithstanding anything stated above, the NAFED reserves the right to assess the capabilities and capacity of the Bidder / Collaborators / Associates / Subsidiaries / Group Companies to perform the contract, should the circumstances warrant such assessment in the overall interest of NAFED.
- 2.6 Preference shall be given to bidders who either have Term Loan already sanctioned or have in-principal approval of the Bank for sanction of Term Loan for financing the projects.

### **3. Brief Scope of Work:**

- 3.1 Bidder will prepare DPR for establishment of Cold Chain with CA storage for apple, onion and other perishable crops alongwith provision for packhouse, grading and packing processing facilities for pulp making with latest technology. The DPR will be discussed with NAFED.
- 3.2 The bidder will create the infrastructure of CA Cold Storage along with provision for packhouse, grading, packaging, processing and storage facility for apple, onion and other horticulture produce. He will bring in latest available technology for long term storage of horticulture produce including onion.
- 3.3 The bidder can bid for one or both projects as a separate proposal for each.
- 3.4 NAFED will provide required land allotted by UT Government for establishment of two integrated projects one each in Kathua, Samba and Hariparigam, Pulwama, Kashmir.
- 3.5 NAFED will store, as per requirement, its stock of perishable horticulture produce including onion procured in the production zone under different schemes of GoI and pay rentals to bidder on mutually agreeable terms through a separate agreement.
- 3.6 FPOs created by NAFED will get first preference for use of processing facilities and space for storing their produce.
- 3.7 Design, execution, operation and maintenance of the project by the bidder.
- 3.8 Preparation of all the mechanical and electrical drawings comprising of the following:
- 3.8.1 Flow-chart of various activities of the project
- 3.8.2 Capacity working for Plant and Machinery based on actual requirement
- 3.8.3 Selection of Equipment based on all major/minor aspects of project



- 3.8.4 Complete layout of the facility keeping in mind space requirement for each activity and sufficient space for movement of people and Material Handling Equipments.
- 3.8.5 Specification of PUF Insulated Panels
- 3.8.6 Specifications of Refrigeration System.
- 3.8.7 P & I diagram for the project
- 3.8.8 Electrical layout plan & other drawings
- 3.8.9 Single line diagram for power supply scheme
- 3.8.10 Working on actual power requirement for the Project
- 3.8.11 Preparation of lighting & street light layout plan
- 3.8.12 Detailing of electrical control & instrumentation system including PLC/SKADA system
- 3.8.13 Preparation of implementation schedule for supply & erection of all plant & machineries
- 3.8.14 Compliance of technical / statutory requirements including approvals necessary till operations.
- 3.9 Commissioning and trial runs.
- 3.10 Run the project with a professional team for a period of 25 years through a separate agreement. At the end of Agreement the bidder will have right to refusal.
- 3.11 Transfer the infrastructure and assets without any liability to NAFED.
- 3.12 The bidder will establish the plant as per specification outlined in DPR out of his own funds or raise the required equity through Term Loan from commercial banks or GoI infrastructure fund.

#### **4. Documents required to be submitted with Technical Bid:**

- a) Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per “**Annexure-A**” of this bid documents.
- b) Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Account of the company / firm including copy of ITR.
- c) Self attested & stamped copy of GST registration certificate.
- d) Self attested & stamped copy of FSSAI license, if applicable.
- e) Self attested & stamped copy of PAN of the company/firm.
- f) Self attested & stamped copy of valid Registration Certificate of the company / Partnership deed.
- g) Self attested & stamped copies of some of the storage orders/Invoices of horticultural produce especially perishable commodities like apple/onion executed by the company / firm in each of the last three years ending on 31<sup>st</sup> March, 2022.
- h) Self attested & stamped copy of valid address proof of the firm/company.
- i) Self attested copy of Aadhar card of authorized signatory.
- j) Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- k) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per “**Annexure-B**”.
- l) Self attested & stamped copy of this bid document as a token of acceptance of terms & conditions of this bid documents.
- m) List of Directors / Partners of the company/firm as per “**Annexure-C**”.
- n) Self Declaration on letter head of the company / firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- o) Self Declaration on letter head of the company / firm for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.

- p) Self Declaration on letter head of the company / firm for not been prosecuted for violation of rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
- q) Self declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.
- r) Self declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- s) Self Declaration on Company's letter head that the CA storage is efficient for storage of perishable commodity such as apple, onion and other horticulture produce.
- t) Details of plant and machinery
- u) Copy of cancelled cheque of the company/firm.
- v) In case of Joint Venture/consortium, a copy of agreement to be enclosed.
- w) Self attested copy of PF&ESI registration number.

#### **5. Availability of Bid Document**

- a) The bid documents can be downloaded from NAFED's website ([www.nafed-india.com](http://www.nafed-india.com)) or can be collected from NAFED, Head Office, New Delhi for a cost of Rs.590 (500+90 GST).
- b) Original documents may be submitted, if required and demanded by NAFED.
- c) The bidder shall bear all costs associated with the preparation and submission of the bid. NAFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **6. Queries on the Bid Document**

All prospective bidders before the last date & time of submission of Technical Bid may get clarification on their queries, if any from the **Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014.**

The queries received after due date/ time will not be considered.

#### **7. Amendment of Bid Documents**

- a) At any time prior to the last date for submission of bids, NAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this bid document by an amendment.
- b) Bidders are advised to keep viewing the NAFED website for any corrigendum/ change.
- c) Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, NAFED may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in this bid document.

#### **8. Period of validity of bids.**

- a) Bids shall be valid for three months from the date of submission of financial bids. A bid valid for a shorter period shall stand rejected.
- b) In exceptional circumstances, NAFED may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security provided shall also be suitably extended.

#### **9. Bid Security & Security Deposit Amount**

- a) Technical Bid must be accompanied by a Bid Security of Rs. 5,00,000 (Rupees Five Lakh only) in the form of Demand Draft in favour of NAFED payable at Delhi.

- b) The Bid Security of unsuccessful bidders shall be returned after finalization of Bid. Bid Security shall be forfeited if a bidder withdraws from the bidding process after opening of technical bids. No interest shall be paid by NAFED on Bid Security.
- c) Successful bidder shall require to submit Security Deposit amount of Rs.10 Lakh within 5 working days from the date of issue of work award letter by NAFED in the bank account of NAFED payable at Delhi .
- d) Bid Security of successful bidder shall be returned after submission of Security deposit amount. In case, the successful bidder fails to deposit the Security Deposit amount with NAFED within stipulated time period, his Bid Security would be forfeited without giving any written notice.
- e) Security deposit of the successful bidder shall be refunded after successful completion of work.
- f) In case of deviation to any of the terms & conditions to this bid documents, Bid security / Security Deposit amount of the bidder shall be forfeited by NAFED without giving any notice.

## **10. Submission of Bids**

The two bid system (Technical and Financial) shall be followed for this bid. In this system the bidder shall submit its offer to **Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014**. Interested parties shall submit both bids, Technical & Financial bid on the same date in separate covers duly superscribed on the cover.

### **(i) Submission of Technical Bid**

- a) To submit Bid Security, bidder(s) will need to submit through Demand Draft or transfer money from their regular bank account to their UAN using transfer through RTGS.
- b) Required documents are to be submitted along with Technical Bid as mentioned in point no. 4 of this section before the last date/time for submission of Technical bid.
- c) Bidder shall require to download the bid documents from the NAFED website i.e [www.nafed-india.com](http://www.nafed-india.com) and has to enclose DD of Rs. 590/-. Bidder will purchase tender document from NAFED, Head Office, New Delhi for a cost of Rs.590/- (Rs.500+ Rs.90 GST) on cash. In case any documents submitted under this bid are found to be tempered/ modified in any manner, bid will be summarily rejected and Bid Security / Security Deposit amount would be forfeited and the bidder would be liable for any suitable action.

### **(ii) Financial Bid**

- a) After scrutiny of Technical bids, NAFED shall shortlist the eligible bidders. Qualified Bidders in Technical bids, shall only be eligible in the financial bidding.
- b) The Bidder will have right of refusal after 25years of Agreement with NAFED, which can also be earlier on mutually agreeable conditions.
- c) Bidders with highest quote of yearly rent payable to NAFED will be selected and assigned the work of empanelment.
- d) Nafed will be entitled for examination of books of account of the unit.
- e) Bidders have to submit the Financial Bid as per “**Annexure-D**”.

## **11. Procedure for Submission of Bids**

Quotation documents complete in all respect along with requisite Bid Security and non refundable tender fee must be submitted in the prescribed application form (enclosed herewith) at **Manager (Horticulture), NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi- 110014**. The sealed envelope must be superscribed "Quotation for establishment of establishment of cold chain and processing infrastructure each at two locations in Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis separately for Technical and Financial Bid.

- a) Quotation received after due date and time will be rejected.
- b) No eraser, cuttings, overwriting and correcting fluid in the quotation will be accepted.
- c) Quotation documents submitted incomplete in any respect and without Bid Security, Tender Fee shall be summarily rejected. Further, NAFED reserves the right to accept or reject any or all quotations without assigning any reason thereof.
- d) The offer must have a validity of three months from the date of submission of quotation documents.
- e) During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- f) The address given by the bidder in the quotation documents shall be considered to be the proper and complete address of the and any correspondence sent to such address will deemed to have been delivered to the owner.
- g) Bid Security will be refunded to the unsuccessful parties within one month of finalization of bids. Nafed will not pay any interest on the Bid Security.
- h) Bid Security to the successful bidder will be refunded without interest only after submission of Security Deposit.
- i) The terms and conditions of the quotation documents will form part of the agreement to be executed between Nafed and successful bidder.
- j) Each page of the quotation documents must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the quotation documents.

## **12. Opening and Evaluation of Bids**

- a) The constituted Committee of NAFED shall open all the bids received in the presence of Bidders or their authorized representatives who wish to be present at the time of opening of Technical Bids
- b) Online Technical bids (complete in all respect) received along with Bid Security by stipulated time will be opened and scrutinized by NAFED, as per terms & conditions given in the documents document.
- c) Bid received without Bid Security will be rejected straight away.
- d) During the technical evaluation, bidders have to give a presentation on their offer, to explain their capability to undertake the work and to respond to any question from NAFED. Failure on part of bidder to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of technical bids.
- e) NAFED may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

- f) The bids will be evaluated on technical and annual rent based evaluation where technical bids will be given a weightage of 70% on technical aspects and 30% on Power Point Presentation
- g) Financial bids of only those bidders who obtain minimum 60% score in Technical Evaluation shall be opened.
- h) Bidders qualified in technical bids, shall only be eligible to participate in financial bidding and informed about date and time of Financial bidding.

**13. Award of Work**

Award of work will be done after verification of documents submitted by the eligible parties and taking into consideration the score on technical parameters and annual rental quoted by the bidder. There will be an escalation of 10% in annual rent every five years.

**14. Timeline of Work**

After awarding the work, the bidder will start the work within six months from the date of award letter, failing which, NAFED may terminate the party and forfeit their Security Deposit

**15. Intimation to the Successful Bidder**

- i. NAFED will intimate the successful bidder well before the validity of the bid through email or phone.
- ii. Acceptance letter will be issued with price confirmation and other required details through email.
- iii. Upon confirmation, successful bidder needs to deposit Security Deposit amount within 5 working days in the bank account of NAFED through RTGS/NEFT or Demand Draft from the date of issue of work award letter by NAFED.
- iv. Successful bidder will also need to sign a separate Agreement as per “Annexure-E” with NAFED within 10 (Ten) working days from date of award of work.

**16. Authorized Signatory**

The person signing the bid documents should be the duly authorized representative of the bidder and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind with the firm/ company should be scanned and annexed to the bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

**17. NAFED’s Right to amend the Scope of Work.**

- a) If, for any unforeseen reasons, NAFED would require to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.
- b) NAFED reserves the right to reject one/ all the bids or cancel the bidding without assigning any reasons thereof.

**18. Corrupt or Fraudulent Practices.**

- a) It is expected that the bidders who wish to bid for this supply have highest standards of ethics.
- b) NAFED will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this bid.
- c) NAFED may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

**19. Interpretation of the clauses in the Bid Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Bid Document, NAFED's interpretation of the clauses shall be final and binding on all bidders/parties.

**20. Holiday Listing**

Notwithstanding anything contained in this bid documents, NAFED's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement 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's 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.

**21. Integrity Pact (IP)**

Integrity Pact as decided by NAFED has to be signed by the Applicant as per "Annexure – F".

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**END OF SECTION III**

**SECTION –IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Applicable Law, Jurisdiction And Dispute Resolution**

- (i) This bid documents and award of work under this bid documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Chandigarh and High court of Punjab and Haryana shall have the jurisdiction in all the 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 purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this bid documents including the interpretation and validity of the terms thereto 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 the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and successful bidder after bidding and terms & conditions of Service Level Agreement alongwith Terms & Conditions and scope of work laid down in the EoI will prevail.

**2. Force Majeure**

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware 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.

\*\*\*\*\*

**END OF SECTION IV**

## Application Form

Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Location & Address	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Past experience in establishment of CA/MA storage	

## Financials

(Rs. In Lakhs)

Particulars	FY 2019-20	FY 2020-21	FY 2021-22
Yearly Turnover			
Profit After Tax (PAT )			
Net worth			



**Format of certificate to be issued by Chartered Accountant**

**To,**

**Manager (Horticulture)  
Head Office  
NAFED House, Sidhartha Enclave,  
Ashram Chowk, Ring Road  
New Delhi - 110014 (India)  
E-Mail : sanjaykumarrathi@nafed-india.com**

We hereby certify that M/s ..... having registered office at..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)  
Designation  
Membership No.  
Mobile No.:-

Place of Issue :  
Date of Issue :

**(On the letterhead of the company/firm)**

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.

**Financial Bid Format**

To

**Manager (Horticulture)  
Head Office  
NAFED House, Sidhartha Enclave,  
Ashram Chowk, Ring Road  
New Delhi - 110014 (India)  
E-Mail : [sanjaykumarrathi@nafed-india.com](mailto:sanjaykumarrathi@nafed-india.com)**

Sir,

1. We submit the financial bid for establishment of cold chain including CA capacity of 5500MT, pre-conditioning, reefer transport and processing infrastructure each at two locations in Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis.
2. We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.
3. The Financial bid is submitted below as per the format provided in EOI.

**For establishment of cold chain including CA capacity of 5500MT, pre-conditioning, reefer transport and processing infrastructure each at two locations in Kathua, Samba and Hariparigam, Pulwama, Kashmir on Built Operate Transfer (BOT) basis.**

Yours faithfully,

Signature of Bidder  
(Capacity in which signing)  
Stamp of Firm

Date:

Place:

\*\*\*\*\*

**MEMORANDUM OF AGREEMENT**  
**(On Non-Judicial Stamp Paper of Rs.100/-)**

**ESTABLISHMENT OF COLD CHAIN INCLUDING CA CAPACITY OF 5500MT, PRE-CONDITIONING, REEFER TRANSPORT AND PROCESSING INFRASTRUCTURE EACH AT TWO LOCATIONS IN KATHUA, SAMBA AND HARIPARIGAM, PULWAMA, KASHMIR ON BUILT OPERATE TRANSFER (BOT) BASIS.**

This Service Agreement is entered at Chandigarh on this..... day of By and BETWEEN:

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, through its Chandigarh Branch, NAFED Building, S.C.O. No 179, Sector-5, Panchkula - 134113, represented by ....., Mr./Ms. ...., who is authorized to sign this agreement of behalf of the NAFED , (hereinafter referred to as the “NAFED” 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 in business and permitted assigns) of the First part.

AND

\_\_\_\_\_, 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 “ BOT operator ”) 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.

**RECITALS**

**WHEREAS:**

- (a) NAFED is an apex level organization of Agricultural Marketing Cooperatives in India to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, undertake inter- state and export of agricultural produce. NAFED is a Central Nodal Agency of Govt. of India for procurement of Pulses and Oilseeds under Price Support Scheme (PSS) NAFED is also a Nodal Agency for procurement of Rabi Onion and Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- (b) NAFED shall undertake establishment of integrated project with CA cold storage, pre-conditioning and processing of apple, onion and other perishable crops through BOT operator.
- (c) The BOT operator participated in the bid dated ..... conducted by NAFED and shortlisted to establishment of integrated project with CA cold storage, processing for apple, onion and other perishable crops through BOT operator.
- (d) BOT operator agreed to establish the same as per the terms & conditions given in this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE 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. Establishment of integrated project with CA cold storage, pre-conditioning, processing for apple, onion and other perishable crops through BOT operator.
2. NAFED will store, as per requirement, its stock of perishables horticulture produce including onion procured in the production zone under different schemes of GoI and pay rentals to bidder on mutually agreeable terms.
3. The infrastructure and assets without any liability will be transferred by operator to NAFED after 25 years from the commencement of commercial operation, which can also be earlier on mutually agreeable conditions.

**4. SECURITY DEPOSIT AMOUNT**

- (i) The BOT operator has deposited Rs..... with NAFED on..... through RTGS as refundable security deposit amount.
- (ii) No claim shall be admissible against NAFED in respect of interest on security deposit regardless of the time of its release.
- (iii) NAFED reserves the right to forfeit the security deposit amount without giving any written notice if the operator commits any breach or fails to fulfil any term(s) or conditions of this Agreement, including but not limited to failure to rent out cold storage capacity within the stipulated time period.
- (iv) Successful and safe storage conditions for storage of apple, onion and other perishable crops strictly according to the specifications, terms and conditions referred herein.

**5. SCOPE OF WORK**

- 5.1 Bidder will prepare DPR for establishment of Cold Chain with CA storage for apple, onion etc. alongwith provision for packhouse, grading and sorting processing facilities for pulp making with latest technology. The DPR will be discussed with NAFED.
- 5.2 The bidder will create the infrastructure of CA Cold Storage along with provision for packhouse, grading, packaging, processing and storage facility for apple and onion and other horticulture produce. He will bring in latest available technology for long term storage of horticulture produce including onion.
- 5.3 The bidder can bid for one or both projects as a separate proposal for each.
- 5.4 NAFED will provide required land allotted by UT Government for establishment of two integrated projects one each in Kathua, Samba and Hariparigam, Pulwama, Kashmir.
- 5.5 NAFED will store, as per requirement, its stock of perishables horticulture produce including onion procured in the production zone under different schemes of GoI and pay rentals to bidder on mutually agreeable terms through a separate agreement.
- 5.6 FPOs created by NAFED will get first preference for use of processing facilities and space for storing their produce.
- 5.7 Design, execution, operation and maintenance of the project by the bidder.
- 5.8 Preparation of all the mechanical and electrical drawings comprising of the following:
  - 5.8.1 Flow-chart of various activities of the project
  - 5.8.2 Capacity working for Plant and Machinery based on actual requirement
  - 5.8.3 Selection of Equipment based on all major/minor aspects of project

- 5.8.4 Complete layout of the facility keeping in mind space requirement for each activity and sufficient space for movement of people and Material Handling Equipments.
- 5.8.5 Specification of PUF Insulated Panels
- 5.8.6 Specifications of Refrigeration System.
- 5.8.7 P & I diagram for the project
- 5.8.8 Electrical layout plan & other drawings
- 5.8.9 Single line diagram for power supply scheme
- 5.8.10 Working on actual power requirement for the Project
- 5.8.11 Preparation of lighting & street light layout plan
- 5.8.12 Detailing of electrical control & instrumentation system including PLC/SKADA system
- 5.8.13 Preparation of implementation schedule for supply & erection of all plant & machineries
- 5.8.14 Compliance of technical / statutory requirements including approvals necessary till operations.
- 5.9 Commissioning and trial runs.
- 5.10 Run the project with a professional team for a period of 25 years through a separate agreement. At the end of Agreement the bidder will have right to refusal.
- 5.11 Transfer the infrastructure and assets without any liability to NAFED.
- 5.12 The bidder will establish the plant as per specification outlined in DPR out of his own funds or raise the required equity through Term Loan from commercial banks or GoI infrastructure fund.

## **6. Award of Work**

Award of work will be done after verification of documents submitted by the eligible parties and taking into consideration their score on technical parameters and annual rental quoted by the bidder. There will be an escalation of 10% in annual rent every five years.

## **7. Timeline of Work**

After awarding the work, the bidder will start the work within six months from the date of award letter, failing which, NAFED may terminate the party and forfeit their security deposit

## **8. Deviation**

No Deviations shall be allowed from the Terms and Conditions of this Agreement as well as quality specifications. In case, NAFED found at any point of time during supply period that the BOT operator commits any deviation to any terms and condition to this Agreement, NAFED is free to forfeit Security Deposit amount deposited by the operator without giving any notice.

## **9. Documents Constituting Contract**

The Invitation of Bid dated .....by the NAFED, the terms and conditions of captioned bid documents, its corrigendum, if any and Letter of Award issued by the NAFED in favour of BOT operator , along with any amendment issued prior to signing of this Agreement between NAFED and BOT operator, are now an integral part this Agreement.

## **10. Bill & Payment**

- a) BOT operator will pay yearly rent plus GST at applicable rates to NAFED in the first month of next financial year.
- b) NAFED as per its requirement will be entitled to use Cold Storage capacity for storing its stock for which rentals will be paid to the Bidder at the prevailing rate.

- c) NAFED will be entitled for examination of books of account of the unit.

**11. Force Majeure:**

- (i) If at any time during the existence of this Agreement either party is unable to perform in whole or in part any obligations under this Agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- (ii) If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- (iii) The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of BOT operator or the NAFEDs shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the BOT operator s for not performing their obligation under the contract.

**12. Cancellation of Contract**

If the BOT operator fails to establish the cold storage and abide by quality specifications and storage conditions suitable for apple, onion and other perishable crops for any reason(s) other than Force Majeure, material breach of contract and failure to take appropriate steps of redressal in terms of agreement in a time bound manner, NAFED at its own discretion shall be entitled to cancel the contract and recover the damages besides forfeiture of Security Deposit amount submitted by the BOT operator. NAFED shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

The Bidder will have right of refusal after completion of 25 years of Agreement with NAFED, which can also be earlier on mutually agreeable conditions.

**13. Applicable Law, Jurisdiction and Dispute Resolution**

- i. This agreement shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at High court of Delhi shall have the jurisdiction in all the 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 purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- ii. All or any dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereto 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 the date) or any statutory

amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

#### **14. Prevention of Fraud and Corruption**

- (i) The BOT operator shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. The BOT operator agree and undertake to observe the principles/ provisions as laid down in Integrity Pact approved by BoD of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The BOT operator shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees 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.
- (iii) The BOT operator shall not enter with any other person 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 import process.
- (iv) The BOT operator shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the BOT operator will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- (v) The BOT operator shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) The BOT operator if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

#### **15. General Provisions:**

- a. **Governing Laws:** This agreement will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at Chandigarh and further agreed that any cause of action arising under this bidding may be brought in a High Court at Punjab and Haryana.
- b. **Compliance with Laws, Notifications etc:** BOT operator confirms that it has entered into this transaction with the full knowledge and understanding of this bidding and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the NAFED has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- c. **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this bidding, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this bidding.



- d. Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- e. Waiver:** not a Limitation To Enforce
- (i) Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
- (ii) Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'NAFED or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this bidding will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the NAFED of the bidding, shall not be deemed a waiver of any continuing or recurring breach by the 'NAFED of the bidding.
- f. No Assignment:** Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the agreement, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this agreement shall be binding upon such assignees.
- g. Right to amend terms and conditions:**
- i. The BOT operator agrees and understands that terms and conditions of the this Agreement may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the BOT operator.
- ii. NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Agreement, if any and also Schedules, if any and/or Annexure, if any which are indicated to be tentative at any time or addendum to this Agreement , if any, executed between the parties.
- h. Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc.7 days after the date of mailing.
- i. Entire Agreement:** This Agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire bidding relating to the subject matter hereof. This bidding supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this bidding shall be binding unless executed in writing

by both parties in this bidding. In the event of conflict of provisions of the main body of the bidding and attached annexure, specification or other materials, this bidding shall take precedence.

- j. Place of execution of Agreement:** The execution of this Agreement will be completed only its execution by the NAFED through its authorized signatory at the registered office at Chandigarh after the copies duly executed by NAFED is received by NAFED. Hence, this Agreement shall be deemed to have been executed at Chandigarh even if the NAFED has prior thereto executed this Agreement at any place(s) other than Chandigarh.
- k.** This Agreement shall be executed in duplicate with one original each being retained by parties hereto.

#### **16. Damages**

If the specified Cold storage for apple, onion and other perishable crops is not established within the contracted period, the BOT operator shall be liable to pay to NAFED on demand without any question whatsoever, damages plus GST at applicable rates on account of extra expenditure, loss of revenue or loss of industrial production in India and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

#### **17. Non-Performance**

In the event of Non -performance wholly or partly under this Memorandum of Agreement, the BOT operator shall be held responsible for any consequential loss caused to NAFED and shall be recovered from the BOT operator. Further, the BOT operator will be declared as “Black Listed” from NAFED’s Panel.

#### **18. Interpretation of the Clauses in this Agreement**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Agreement, NAFED’s interpretation of the clauses shall be final and binding on BOT operator

#### **19. General Conditions**

- (i) Violation in any terms & conditions of this Agreement is not allowed.
- (ii) At any stage of the storage process, if it is found that BOT operator has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of contract, forfeiture of security / bid security amount etc.
- (iii) The current supply shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the BOT operator.
- (iv) NAFED reserves the rights to call for any additional information/documents from BOT operator and same shall be submitted by the BOT operator to NAFED within given time period. .
- (v) NAFED reserves the right to cancel this bid in totality without assigning any reason.
- (vi) NAFED reserves the right to increase or decrease the quantity of this Agreement without assigning any reason.
- (vii) It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- (viii) This Agreement shall be governed and construed in accordance with the Indian Laws.
- (ix) Third Party Commercial Invoice / documents shall not be acceptable.
- (x) This Agreement shall remain in force till issuance of certificate by the NAFED certifying

that the services have been successfully provided as per terms & conditions of this Agreement.

**20. Execution**

This agreement has been approved by the Competent Authority of NAFED vide approval dated ..... in the file no. .... and same is being executed for and on behalf of NAFED through its ....., ....., who has duly been authorised by the Managing Director of NAFED vide authorization letter dated ..... which is enclosed herewith as “Annexure-I”. This agreement is being signed on behalf of ..... through its ....., ..... S/o..... who has duly been authorized by the BOT operator vide Board resolution/Authorization letter dated ..... which is annexed herewith as “Annexure-II”.

In witness whereof, we the parties hereto have set and subscribed their respective hand and seal on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligation under the agreement.

For an on behalf of NAFED

For and on behalf of BOT operator

(Name & Signature)

(Name & Signature)

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure- F**

**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 Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013 (In case of Partnership Firm, the intending bidders shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending Bidder shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary) 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 bidder (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 to10 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, Nafedhas 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

theRegistered 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, theClause 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)