



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

**Regd. Office: NAFED House, Siddhartha Enclave  
Ring Road, Ashram Chowk, New Delhi-110 014**

**Website: [www.nafed-india.com](http://www.nafed-india.com)**

**Email: [abhishekkumar@nafed-india.com](mailto:abhishekkumar@nafed-india.com)**

**Invitation for**

**EXPRESSION OF INTEREST (EOI)**

**FOR**

**"IDENTIFYING CONCEPT AGNOSTIC COMMERCIALY VIABLE  
PROJECT AT VARIOUS LOCATIONSON DESIGN, BUILD, FINANCE,  
OPERATE AND TRANSFER(DBFOT) BASIS"**

**Tender ID: HO/IU/EOI/TA/01/2024-25**

**Dated:- 27-08-2024**

## **DISCLAIMER**

- i. 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.
- ii. 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.
- iii. 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.
- 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 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 Relation to EOI process in relation to this EOI. Applicants have to undertake their own studies and provide their applications.
- v. This EOI Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
- vi. The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in 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.
- vii. 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.

- viii. 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.
- ix. 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.
- x. 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.
- xi. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- xii. 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.
- xiii. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- xiv. 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").

## LIST OF ABBREVIATIONS

<b>EOI</b>	Expression of Interest
<b>DBFOT</b>	Design-Build-Finance-Operate-and-Transfer
<b>FAR</b>	Floor Area Ratio
<b>IT</b>	Information Technology
<b>ITeS</b>	Information Technology Enabled Services
<b>NAFED</b>	National Agricultural Cooperative Marketing Federation of India Ltd.
<b>MMTPA</b>	Million Metric Tonne Per Annum.
<b>mn</b>	Million
<b>NH</b>	National Highway
<b>O&amp;M</b>	Operation and Maintenance
<b>PPP</b>	Public Private Partnership
<b>PSU</b>	Public Sector Undertaking
<b>RFP</b>	Request for Proposal
<b>SH</b>	State Highway
<b>SPV</b>	Special Purpose Vehicle
<b>sq.ft.</b>	Square Feet
<b>sq.km.</b>	Square Kilometer
<b>km</b>	Kilometer
<b>m</b>	Meter

## DEFINITIONS

Term	Meaning
Applicant	Means and includes a Firm, Consortium, Lead Member.
Authorized representative/signatory	Shall mean the person who is duly authorized by the Firm in its EOI submission to sign on the Expression of Interest. This designated person shall be authorized to perform all the tasks including, but not limited to providing information, responding to enquiries, entering commitments on behalf of the firm.
Consortium	Means the Applicant may be a group of Firms/entities.
Consultants	Shall mean Consultants to NAFED assisting in implementation of the Development of Project, or any other consultant engaged by NAFED.
EOI	Means the submission or application made by the Applicants in response to this EOI Document.
EOI Process	Means the entire process from issue of EOI document to the finalization of the RFP.
EOI Due Date	Means the date and time before which the EOI/Expression of Interest should be submitted by Applicants to MAZARS.
Firm	Public or private limited company incorporated under the Companies Act or Registered under Indian Partnership Act or incorporated entity under similar legislation, in case of foreign entities.

## 1. SUMMARY OF PROCESS AND TIMELINES OF THE EOI

<b>S.No.</b>	<b>Particulars</b>	<b>Date &amp; Time of Event</b>
1	<b>Document Fee</b>	Rs 1000/- + Rs 180/- GST = <b>Rs 1180/-</b>
2	<b>EMD</b>	Nil
3	<b>Issuance of EOI Document</b>	27-08-2024
4	<b>Last date for receiving queries/clarifications.</b>	30-08-2024
5	<b>Pre-EOI Meeting</b>	02-09-2024, 11:00 AM Applicants who are interested to participate in Pre-EOI Meeting should confirm the same by sending an email (Refer Section 3.18) latest by 10:00 hrs on 02-09-2024.
6	<b>Response to Queries</b>	03-09-2024
7	<b>EOI submission end date &amp; time</b>	05-09-2024 upto 15:00 hrs.
8	<b>Source for obtaining the EOI</b>	A copy of EOI is published on the website mentioned in Section 3.7.3.
9	<b>Mode of EOI submission</b>	EOI shall be submitted in hard & soft copy as per Section 3.7 of this EOI Document

## **2. INTRODUCTION**

### **2.1 Background**

- 2.1.1 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.
- 2.1.2 Within the scope of NAFED's land holdings, various parcels located throughout the state are available for lease. These parcels have been identified for development under different land use categories. Detailed information about these lands can be found in the Appendices of this EOI document.NAFED intends to undertake Development Projects (referred to as the “Projects”) on Public-Private Partnership (PPP) model.
- 2.1.3 NAFED intends to identify a suitable private sector partner(s) (hereinafter referred as the “Concessionaire”) for development of the Projects on a Public Private Partnership (PPP) basis. The selected private sector investor(s)/developer(s) will be required to develop the Concept Agnostic Commercially viable Projects on a Design-Build-Finance-Operate-Transfer (DBFOT) basis over a pre-determined Concession Period.
- 2.1.4 Mazars Advisory LLP is the advisor to NAFED for managing the bid process for selection of suitable private sector partner(s).

### **2.2 Purpose of EOI**

- 2.2.1 This EOI Document is an invitation to the prospective Applicants to submit their applications and is not an offer and does not carry any commitment to engage with such Applicants who submit the same.
- 2.2.2 The basic purpose of this EOI is to create awareness among the private sector players about the proposed locations and to gauge their inputs on the key parameters such as preference on key project to be undertaken, its components, development model, concession terms, etc.
- 2.2.3 However, before embarking on this task of development, NAFED considers it prudent to gain a deeper understanding on the prevailing market sentiments, investor confidence and domains of their interest, aspirations of potential investors and any other idea for making this venture a successful development model. It is expected that all the potential stakeholders who respond to this EOI would be able to provide their valuable inputs to help NAFED in formulating its development strategy and way forward to create a Concept Agnostic Commercially viable, economically sustainable and an attractive and eco-friendly development for the future.
- 2.2.4 This EOI intends to share information related to the locations and invite feedback from interested Applicants. Feedback, inputs and responses from prospective Applicants would be considered by NAFED and would assist it in formalizing a

subsequent RFP.

2.2.5 This is an invitation for EOI and the same is non-binding in nature. No pre-qualification of Applicants will be done at this stage. NAFED reserves its absolute and exclusive right to withdraw this EOI Document and change or vary or omit or replace in all or any part thereof at any stage, without any intimation or prior consent of any prospective participant.

2.2.6 Subsequent to this EOI and the finalization of the Project details and DBFOT framework, NAFED proposes to issue a Request for Proposal (RFP) for selection of interested bidders for development of the Project on DBFOT basis.

2.2.7 NAFED does not, in any manner whatsoever, warrant or represent that it will subsequently proceed to release the RFP and/or initiate the second stage of the bidding process as indicated in Section 2.2.6. Accordingly, the information regarding the RFP made in this EOI are tentative in nature and purely informative, and non-binding.

### 2.3 Details of Land Parcel

Details of identified plots for development is as below:

Sr. No	Location	District	State	Google Coordinates	Total Plot Area (Sq.ft.)
<b>(i) Delhi</b>					
1.	Najafgarh Delhi	Najafgarh	Delhi	28°34'10.5"N 76°53'44.4"E	40,94,323.03
<b>(ii) Rajasthan</b>					
1.	NAFED Warehouse Plot No C-370 Agro Food Park Sri Ganganagar	Sri Ganganagar	Rajasthan	29°52'04.0"N 73°55'25.5"E	1,07,523.00
2.	Bharatpur Godown Plot No SPL 80 RIICO Industrial Area Bharatpur	Bharatpur	Rajasthan	27°14'10.3"N 77°31'20.8"E	2,87,643.98
3.	NAFED Krishi Yantra Udyog Plot No B-481 RIICO Industrial Area Bhiwadi	Bhiwadi	Rajasthan	28°12'50.8"N 76°50'20.5"E	1,04,305.59
<b>(iii) Uttar Pradesh</b>					
1.	Bakshi-ka-Talab	Lucknow	Uttar Pradesh	26°57'06.0"N 80°55'43.1"E	1,41,571.17
<b>(iv) Madhya Pradesh</b>					
1.	NAFED Godown, Plot No. 55, 56, 57 & 60, 1/A Siya Industrial Area, Distt - Dewas, MP	Dewas	Madhya Pradesh	23°00'56.0"N 76°06'19.3"E	1,65,656.58
2.	NAFED Warehouse, Vill, Jivajeeipur, Tehsil, Ganj Basoda, Vidisha, MP	Vidisha	Madhya Pradesh	23°50'00.7"N 77°57'34.9"E	2,16,457.39



Sr. No	Location	District	State	Google Coordinates	Total Plot Area (Sq.ft.)
3.	Open Plot, Village Kushmeli, Tehsil & Distt. Chhindwara, MP	Chhindwara	Madhya Pradesh	-	2,61,240.11
4.	NAFED Cold Storage, 2 No's of packhouse & 11 No's Collection centers alongwith motor vehicles at different locations in district of Chhindwara	Chhindwara	Madhya Pradesh	21°51'20.5"N 78°51'47.0"E  21°51'20.5"N 78°51'46.8"E  21°51'27.5"N 78°51'51.1"E  21°51'27.5"N 78°51'51.1"E  21°50'22.4"N 79°01'40.8"E  21°54'58.7"N 78°57'36.2"E	5,42,322.00
5.	NAFED Onion Godown, Madawada, Ujjain, Bhopal	Ujjain	Madhya Pradesh	23°20'46.7"N 75°17'34.7"E	1,93,750.00
6.	NAFED Onion Godown, Gadrahedi, Ashta Distt, Sehore under RKVY Scheme, Bhopal	Bhopal	Madhya Pradesh	23°05'55.0"N 76°52'22.1"E	5,32,167.73
(v)	<b>Maharashtra</b>				
1.	Pimpalgaon – 1	Pimpalgaon	Maharashtra	20°09'10.8"N 73°58'57.8"E	1,30,680.00
2.	Pimpalgaon – 2	Pimpalgaon	Maharashtra		4,35,600.00
3.	Lasalgaon	Lasalgaon	Maharashtra	20°08'17.9"N 74°13'32.0"E	9,58,320.00
4.	Gat. No. 358 Chakan, Tehsil -Khed	Khed	Maharashtra	18°46'08.0"N 73°52'24.2"E	2,43,264.40
5.	Dronagiri	Mumbai	Maharashtra	18°54'21.2"N 73°00'45.0"E	2,15,366.04

Other details of the site are given in Appendices below in the EOI.

### **3. INSTRUCTIONS TO APPLICANTS**

#### **3.1 General Instructions**

3.1.1 NAFED proposes to adopt a two-stage process (collectively referred to as the “Bidding Process”) for selection of the bidder. The first stage (“EOI Stage”) involves submission of EOIs by interested Applicants. In the second stage (“RFP Stage”), NAFED will issue an RFP for selection of the preferred bidder based on the Terms & condition and Evaluation Criteria set out in the RFP document.

3.1.2 As part of the EOI Stage, NAFED invites EOI as per requirement prescribed in section 3.2 from applicants interested in participating in the Project.

3.1.3 Applicants are required to carefully read all the contents of this EOI Document and thereafter to provide the required information, as per the checklist provided in Section 3.3.

#### **3.2 Submissions in the EOI**

3.2.1 Applicants should submit the following as part of their EOI submission.

- a) Letter comprising application for EOI as per Annexure-1
- b) Details of Applicant as per Annexure-2
- c) Details of Concept Agnostic Commercially viable Projects as per Annexure-3
- d) Declaration of no blacklisting as per Annexure-4

3.2.2 The following to also be noted during the submission of EOI:

- a) The EOI must be signed by duly authorized person holding the power of attorney in case of limited company, corporation or consortium. A certified copy of the power of attorney shall accompany the EOI.
- b) The EOI should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- c) Applicants may form a Consortium / joint venture to enhance their qualification during the RFP Stage.
- d) In case of a consortium, following criteria must be noted by the Applicants
  - Number of members allowed in a Consortium during the RFP Stage shall not exceed 3 (three). Further details and information in this regard will be provided at the RFP Stage.
  - Members of the Consortium shall nominate one member as the leadmember (the “Lead Member”).
  - In case of Consortium/ Joint Venture the Net Worth of the “Lead Member” shall only be considered for the purpose of evaluation.

- An individual Applicant cannot at the same time be member of a Consortium applying for the EOI. Further, a member of a particular applicant Consortium cannot be member of any other applicant Consortium.

### **3.3 Number of applications and costs thereof**

- 3.3.1 No Applicant shall submit more than one EOI. The Applicants shall be responsible for all costs associated with the preparation and submission of EOI documents. NAFED shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI Process.

### **3.4 Acknowledgement by Applicant**

- 3.4.1 It shall be deemed that by submitting the application, the Applicant has made a complete and careful examination of the EOI, and accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished or on behalf of NAFED. NAFED shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI Process, including any error or mistake therein or in any information or data given by NAFED.

### **3.5 Right to accept or reject any or all Applications**

- 3.5.1 Notwithstanding anything contained in this EOI Document, NAFED reserves the right to accept or reject any EOI or to annul the EOI Process or reject all EOIs, at any time without any liability or any obligation for such rejection or annulment and without assigning any reasons, therefore. NAFED reserves the right to reject the EOI if:
- a) At any time during the submission process or thereafter, a material misrepresentation is made or discovered, or;
  - b) The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the EOI;
  - c) Non-compliance with any clause and provision prescribed in this EOI Document, including requirements specified in the annexures appended herein.

### **3.6 Preparation and submission of the EOI**

- 3.6.1 By submitting an EOI, the Applicants shall be deemed to acknowledge that they have carefully read all provisions of this EOI Document including the disclaimer, terms and conditions and annexures hereto, and have fully informed themselves about all existing conditions and limitations.
- 3.6.2 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 (Section 3.16).
- 3.6.3 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.

3.6.4 Applications that are received without documents for essential requirements will be summarily rejected.

3.6.5 All the notifications and detailed terms and conditions regarding, this EOI notice hereafter will be published online on [https://www.nafed-india.com./](https://www.nafed-india.com/)

### **3.7 Language**

3.7.1 The EOI prepared by the Applicant and all correspondence and documents relating to the EOI exchanged by the Applicant and NAFED, shall be in English language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the application, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicant.

### **3.8 Project Site Information**

3.8.1 Applicants are encouraged to submit their EOIs after visiting the Project site and ascertaining for themselves, the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Site details are mentioned in the appendices of this document.

### **3.9 Submission Due Date**

3.9.1 The Applicant shall submit the EOI on or before date and time mentioned in Section-1.

### **3.10 Confidentiality**

3.10.1 Information relating to the examination, clarification, and assessment etc. for the Applicants shall not be disclosed to any person not officially concerned with the process. NAFED will treat all information submitted as part of EOI in confidence and would require all those who have access to such material to treat the same in confidence. NAFED will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

### **3.11 Accuracy and completeness of EOI document**

3.11.1 This EOI Document includes statements, which reflect various assumptions, which may or may not be correct. This EOI Document does not purport to contain all the information each Applicant may require. This EOI Document may not be appropriate for all persons, and it is not possible for NAFED to consider the investment objectives, financial situation and particular needs of each applicant who reads or uses

this EOI Document. Certain Applicants may have a better knowledge than the others for the Project. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI Document and obtain independent advice from appropriate sources.

3.11.2 Neither NAFED nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI Document.

### **3.12 Liability**

3.12.1 Neither NAFED nor its employees or its Consultants will have any liability to any Applicant or any other person under the law of contract, or, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI Document, any matter deemed to form part of this EOI Document, the award of the Project and any other information supplied by or on behalf of NAFED or its employees, any of its Consultants or otherwise arising in any way from the selection process for the Project.

### **3.13 No obligation to issue RFP**

3.13.1 NAFED shall be under no obligation to issue a Request for Proposal (RFP) for the Project described in this EOI Document.

### **3.14 Right to cancel the EOI Process**

3.14.1 NAFED may cancel this EOI Process at any stage without assigning any reasons whatsoever and will not be liable to compensate any Applicant on any grounds whatsoever. The Applicants shall not be entitled to refund of cost of documents or other costs in case the EOI is cancelled for whatsoever reason or without assigning any reason.

### **3.15 Pre-EOI Conference**

3.15.1 A pre-EOI conference of the interested parties shall be convened at the designated date and time mentioned in Section-1.

3.15.2 Applicants who are interested to participate in Pre-EOI Conference should confirm the same by sending an email conformation to the email ID provided at Section 3.16. The email confirmation shall be sent or before the date mentioned in Section-1. Invitation to the meeting will be sent against the receipt of email conformation only. Pre-EOI Conference will be conducted in Video Conference Mode only.

3.15.3 During the course of pre-EOI conference, the Applicants will be free to seek clarifications and make suggestions for consideration of NAFED. NAFED shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive EOI Process.

### 3.16 Contact Details for further information

All communications, including application documents should be addressed to:

**Shri Abhishek Kumar**

NAFED House, Siddhartha Enclave Ring Road,  
Ashram Chowk, New Delhi-110014.

In case of any queries, kindly contact:

1. Name : Shri. **Abhishek Kumar**, GM (IU)  
Cell No : +91 99204 01550  
Email ID : [abhishekkumar@nafed-india.com](mailto:abhishekkumar@nafed-india.com)
2. Name : Shri. **S.N.Jha**, Mgr. (IU)  
Cell No : +91 99112 50863  
Email ID : [snjha@nafed-india.com](mailto:snjha@nafed-india.com)
3. Name : Shri. **Gajendra Kanjolia**, Consultant  
Cell No : +91 99976 44445  
Email ID : [gajendra.kanjolia@mazars.co.in](mailto:gajendra.kanjolia@mazars.co.in)
4. Name : Shri. **Abhishek Pandey**, Consultant  
Cell No : +91 98735 29350  
Email ID : [abhishek.pandey@mazars.co.in](mailto:abhishek.pandey@mazars.co.in)

### 3.17 Earnest Money Deposit (EMD)

- 3.17.1 Bid must be accompanied by cost of tender form (non-refundable) of INR 1,000/- (Rupees One Thousand) + Rs. 180/- GST = Rs. 1180/- by way of NEFT/RTGS, to the NAFED as per following bank details and a proof of payment must be provided along with the bid.

BANK ACCOUNT DETAILS FOR EMD

NAFED

IDFC FIRST BANK, NEW FRIENDS COLONY, NEW DELHI

A/C No. 10060654277

IFSC Code: IDFB0020102

## 4 Legal Clause

### 4.1 Force majeure:

- 4.1.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties here to which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited

to : (a) Acts of God i.e. fire, drought, flood, earthquake, pandemic epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

4.1.2 It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.

4.1.3 Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

4.1.4 During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, Service Provider agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension.

4.1.5 The Service Provider agree and understand that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion may terminate Agreement and in such case Service Provider agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharge do fall its obligations and liabilities under this Agreement.

## **4.2 Holiday Listing**

4.2.1 NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender documents, NAFED's Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come (s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

## **4.3 Applicable Law Jurisdiction and Dispute Resolution:**

4.3.1 This RFP document shall be constituted and the legal relation between the parties here to shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

4.3.2 All or any disputes arising out or touching upon or in relation to the terms of this RFP

and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through competent court of law within the jurisdiction of Delhi.

4.3.3 Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

4.3.4 There shall be a separate legal clauses including dispute resolution clause post award work by way of specific agreement.



## **ANNEXURES**

## **Annexure -1: Letter comprising application for EOI**

*[To be printed on the Applicant's letterhead and signed by its Authorized signatory]*

*DD/MM/YYYY*

To,

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

**Subject: “Submission of Expression of Interest (“EOI”) Identifying Concept Agnostic Commercially Viable Project At Various Locations on Design, Build, Finance, Operate And Transfer (DBFOT) Basis”**

Dear Sir,

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

With reference to the EOI Document dated \_\_\_\_\_, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for short listing for the subject project(s). I/We are herewith submitting our EOI proposal for the subject project(s).

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 acknowledge that NAFED will be relying on the information provided in the Proposal and the documents accompanying the EOI Proposal for short listing, and we certify that all

information provided in the EOI Proposal and in the Formats are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment as the PPP Partner for the aforesaid Project(s). I/We shall make available to the NAFED (Authority) any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that:

- a) We have examined and have no reservations to the EOI Document, including any Addendum issued by NAFED;
- b) I/We do not have any conflict of interest as mentioned in the EOI Document;
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with NAFED or any other public sector enterprise or any government, Central or State; and
- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I/We hereby irrevocably waived any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NAFED in connection with the short listing or in connection with the short listing process itself in respect of the above-mentioned Project(s).

In the event of my/our Company being selected as the PPP Partner for subject Project(s), I/we agree and undertake to provide the services in accordance with the provisions of the EOI shall be responsible for providing the agreed services ourselves and not through any other person or Associate.

I/We have studied EOI and all other documents carefully. We understand that we shall have not claim, right or title arising out of any documents or information provided to us by NAFED or in respect of any matter arising out of or concerning or relating to the short-listing process including the award of Project(s).

The Proposal(s) are being submitted along with Formats to prove our eligibility details. The contents provided in this regard shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI Document.

In response to the Invitation for Expressions of Interest (EOI) issued on \_\_\_\_\_ for the above purpose, we would like to express interest to carry out the proposed task. As instructed, we attach the following documents:

- a) Details of Applicant
- b) Details of Relevant Project
- c) Declaration of no blacklisting

I/We agree for unconditional acceptance of all the terms and conditions set out in the EOI Document. I/We acknowledge the right of NAFED to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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

I/We understand that you may cancel the short-listing Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Company, without incurring any liability to the Applicants in accordance with the EOI Document.

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.

Yours faithfully,

Signature of Authorized Signatory (with official stamp)

Name: [•]

Designation: [•]

Company Name: [•]

Address: [•]

Telephone & Fax: [•]

E-mail address: [•]

## **Annexure-2: Details of Applicant**

*[To be printed on the Applicant's letterhead and signed by its Authorized signatory]*

1. Details:
  - a. Name of Applicant:
  - b. Type of firm (Private Company / Public Limited / Partnership):
  - c. Country of incorporation:
  - d. Address of the corporate headquarters and its branch office(s), if any, in India:
  - e. Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of the Authorised Signatory of the Applicant:
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone Number:
  - e. Fax Number:
  - f. Email Address:
4. Is the Applicant interested in participating in the Project as a single bidder or a consortium?
  - a. If the Applicant would prefer participating in a consortium, what role would the Applicant be performing (Lead member, Technical Member, Financial Member, Operations & Maintenance Member, any other Member)

Yours faithfully,

Signature of Authorized Signatory (with official stamp)

Name: [•]

Designation: [•]

Address: [•]

Telephone & Fax: [•]

E-mail address: [•]

### Annexure-3: Details of Concept Agnostic Commercially viable Projects

Sl. No.	Item	Details
1.	Name of Applicant	
2.	Company Name	
3.	Project Location	
4.	Built-up area(in sq.ft.)	
5.	Project cost (excluding land cost)	
6.	Type of Units/Activities	1. _____ 2. _____ 3. _____
7.	Type of Industry	1. _____ 2. _____ 3. _____
8.	Major raw material/services with sourcing place	
	<b>Narrative description of project with details of infrastructure and facilities to be developed (square feet of built up etc.), development period, status etc.</b>	
	<b>Role of applicant in the overall development and names of major associated partner firms, if any, with description of their roles</b>	
	<b>Any other details</b>	

*\* Applicants are expected to provide information in respect of each concept agnostic commercially viable Projects in this Annexure. A separate sheet should be filled for each concept agnostic commercially viable Project.*

*\* Units/Activities related to Processing; Business; Warehousing.*

#### **Annexure-4: Declaration of no blacklisting**

*[To be printed on the Applicant's letterhead and signed by its Authorized signatory]*

*DD/MM/YYYY*

To,

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

**Subject: “Submission of Expression of Interest (“EOI”) Identifying Concept Agnostic Commercially Viable Project At Various Locations on Design, Build, Finance, Operate And Transfer (DBFOT) Basis”**

Dear Sir,

In response to the above referred EOI for Development of Warehouse/Industrial Development Project located at various locations on Design, Build, Finance, Operate and Transfer (DBFOT) Basis, as an owner/ partner/Director of \_\_\_\_\_ (*Name of the Authorized Person*) \_\_\_\_\_, I/ We hereby declare that presently our firm \_\_\_\_\_ (*Name of the Firm*) \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Firm \_\_\_\_\_ (*Name of the Firm*) \_\_\_\_\_ is not blacklisted by any State/ Central Government/ PSU on the date of Application Submission.

If this declaration is found to be incorrect, then without prejudice to any other action my/our application may be rejected and NAFED may take any other action that may deem fit to it.

Yours faithfully,

Signature of Authorized Signatory (with official stamp)

Name: [•]

Designation: [•]

Address: [•]

Telephone & Fax: [•]

E-mail address: [•]

## **APPENDICES**

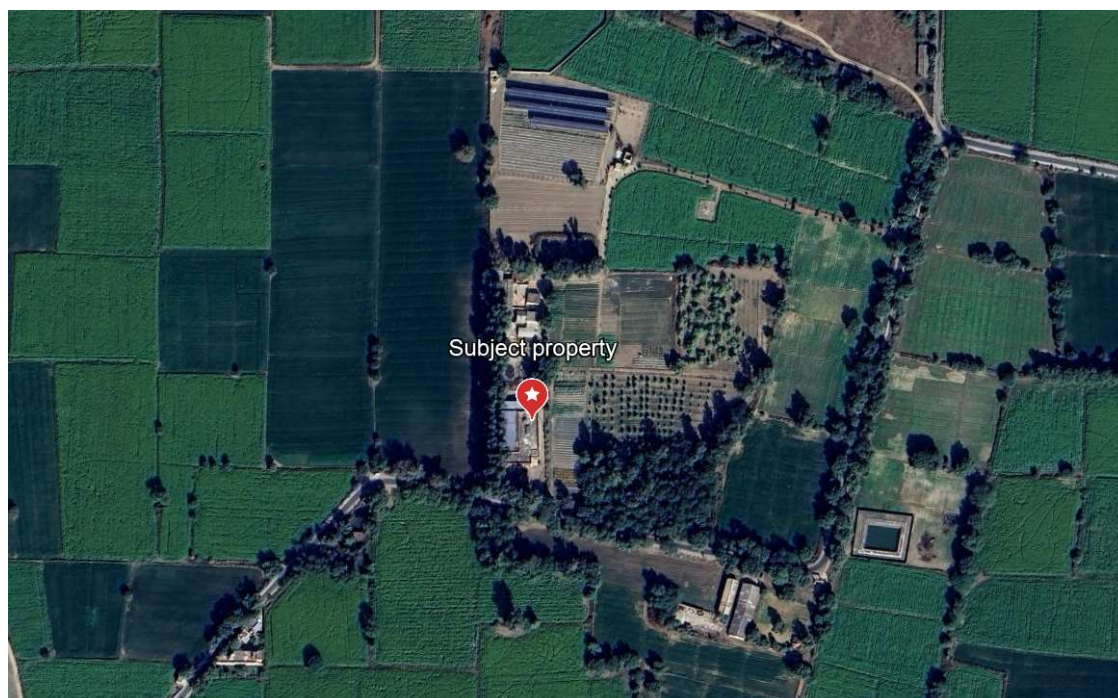


## Project Information

### 1. Delhi

#### (1) Village Ujwa, Najafgarh

The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Village Ujwa, Najafgarh, New Delhi-110073 124(71-6), 125 (43-9), 16/24/1(0-1), 24/2(1-15), 25(3-14), 17/21 (4-16), 35/9(8-19), 12(2-1), 13/2(1-0), 36/3(2-4), 8/1(22-8), 8/2(1-9), 23/2(2-8), 24/1 (2-6), 24/2(0-16), 39/4(2-4), 14/1(1-13), 40/2/1(1-7), 19/2(0-13), 21/1(0-18) and 16/17 (4-16)
3.	Width of approach road	6 m approx.
4.	Co-ordinates	28°34'10.5"N 76°53'44.4"E
5.	Total plot area	40,94,323.03 Sq.ft. (Approx. 93.99 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Gurgaon Railway Station (20 km)
8.	Nearest Airport	Indira Gandhi International Airport (30 km)
9.	Nearest Road	Najafgarh – Dhansa Marg (2.6 km)
10.	Nearest Mandi	New Anaj Mandi (13 km)

## 2. Rajasthan

### (1) Plot No C-370, Agro Food Park Sri Ganganagar

The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	C 370, Agro food park industrial area, Sri Ganganagar Rajasthan
3.	Width of approach road	30 m approx.
4.	Co-ordinates	29°52'04.0"N 73°55'25.5"E
5.	Total plot area	1,07,523 sq.ft. (Approx. 2.4 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Sri Ganganagar Junction (12 km.)
8.	Nearest Airport	Civil Airport Bikaner (253 km)
9.	Nearest Road	NH 62 (7.8 km)
10.	Nearest Mandi	Krishi Upaj Mandi (10 km)

## (2) Plot No SPL 80, RIICO Industrial Area Bharatpur

The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Plot No Sb 80, RIICO Industrial Area, Rajasthan
3.	Width of approach road	30 m approx.
4.	Co-ordinates	27°14'10.3"N 77°31'20.8"E
5.	Total plot area	2,87,643.98 sq. ft (Approx. 6.6 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Bharatpur Junction (4.2 km)
8.	Nearest Airport	Agra Airport (57.7 km)
9.	Nearest Road	NH 21 (5.4 km)
10.	Nearest Mandi	Krishi Upaj Mandi (6 km)

### (3) Plot No B-481, RIICO Industrial Area Bhiwadi

The location map for the proposed site is represented in figure below:

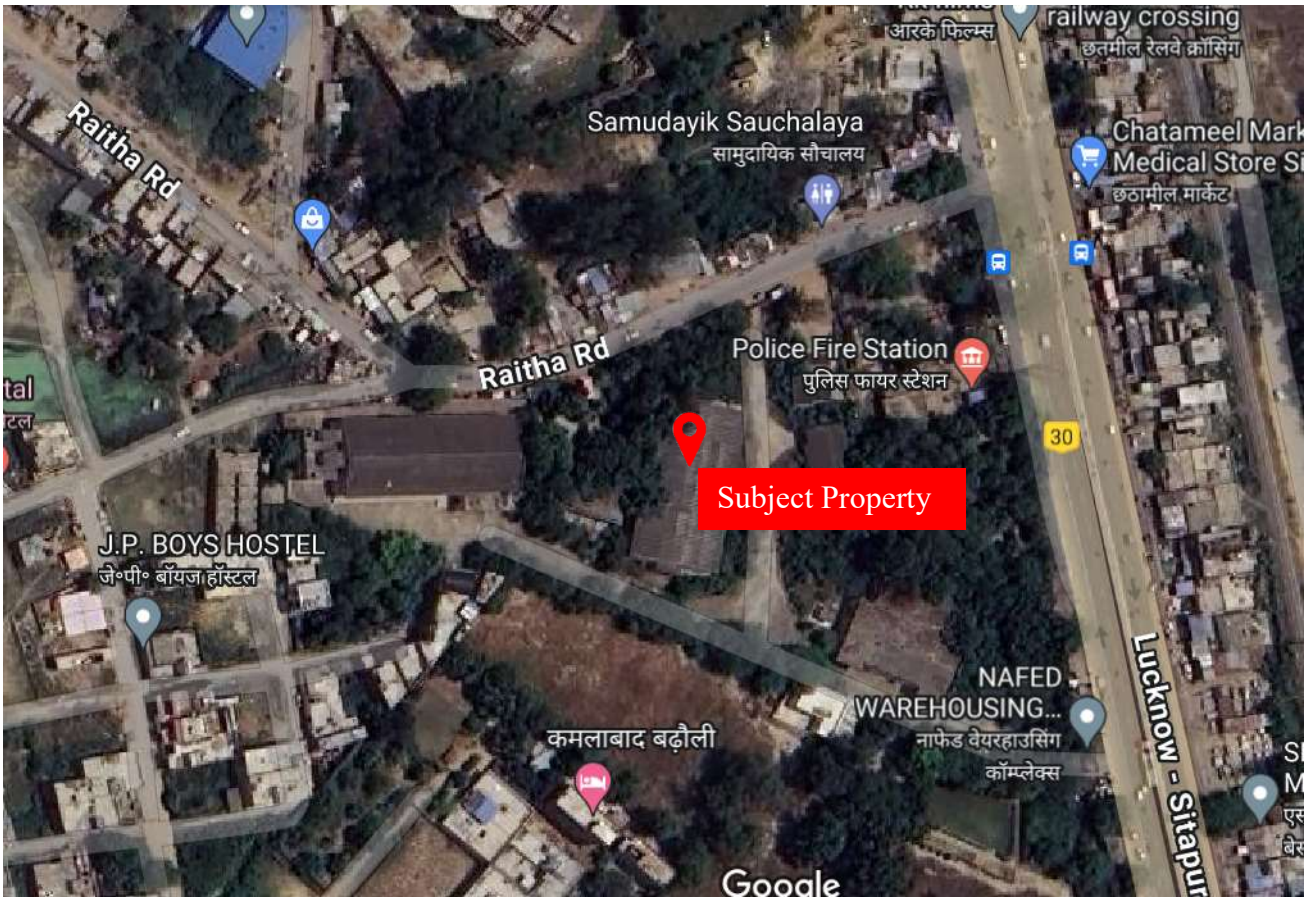


Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Plot No B-481 RIICO Indl Area Bhiwadi, Rajasthan
3.	Width of approach road	30 m approx.
4.	Co-ordinates	28°12'50.8"N 76°50'20.5"E
5.	Total plot area	1,04,305 Sq.ft. (Approx. 2.4 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Rewadi Junction (24 km)
8.	Nearest Airport	Indira Gandhi International Airport (57.2 km)
9.	Nearest Road	NH 8 (6.9 km)

### 3. Uttar Pradesh (U.P.)

#### (1) Bakshi Ka Talab

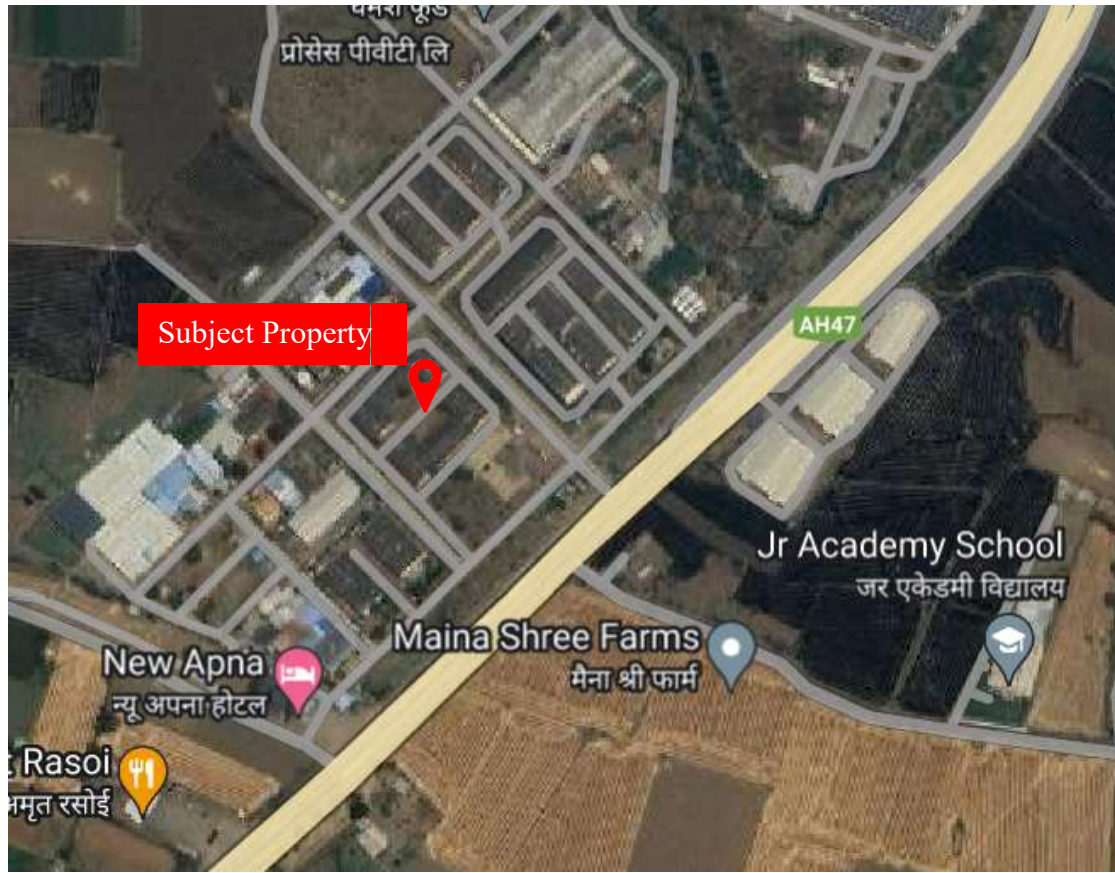
The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Bakshi-ka-Talab, Lucknow, U.P.
3.	Width of approach road	12 m approx.
4.	Co-ordinates	26°57'06.0"N 80°55'43.1"E
5.	Total plot area	1,41,571.17 Sq.ft. (Approx. 3.25 acres)
6.	Land Use	-
7.	Nearest Railway Station	Lucknow Junction (16 km)
8.	Nearest Airport	Chaudhary Charan Singh International Airport, (30.3 km)
9.	Nearest Road	NH 30 (120 m)

#### 4. Madhya Pradesh (M.P.)

(1) Plot No. 55, 56, 57 & 60, 1/A Siya Industrial Area, Distt – Dewas



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Nafed Godown, Siya Industrial Area, Distt - Dewas, M.P.
3.	Width of approach road	15 m approx.
4.	Co-ordinates	23°00'56.0"N 76°06'19.3"E
5.	Total plot area	1,65,656.58Sq.ft. (Approx. 3.80 acres)
6.	Land Use	Industrial
7.	Nearest Railway Station	Dewas Junction (8 km)
8.	Nearest Airport	Devi Ahilyabai Holkar , International Airport, Indore(30.3 km)
9.	Nearest Road	NH 52 (170m)

## (2) Vill. Jivajeeपुर, Tehsil, Ganj Basoda, Vidisha

The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Khasra Number 27/2/3, Village Jivajeeपुर, Tehsil Ganj Basoda, District Vidisha, MP
3.	Width of approach road	4 m approx.
4.	Co-ordinates	23°50'00.7"N 77°57'34.9"E
5.	Total plot area	2,16,457.39 sq. ft. (4.96 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Ganj Basoda-Railway Station (3.3 km)
8.	Nearest Airport	Agra Airport (114 km)
9.	Nearest Road	Tyonda Road (200 m)
10.	Nearest Mandi	Krishi Upaj Mandi (6 km)

**(3) Vill. Kushmeli, Tehsil & Distt. Chhindwara**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1.</b>	Type of land	Leasehold
<b>2.</b>	Location	Open Plot, Village Kushmeli, Tehsil & Distt. Chhindwara, M.P.
<b>3.</b>	Width of approach road	-
<b>4.</b>	Co-ordinates	-
<b>5.</b>	Total plot area	2,61,240.11 sq. ft. (5.99 acres)

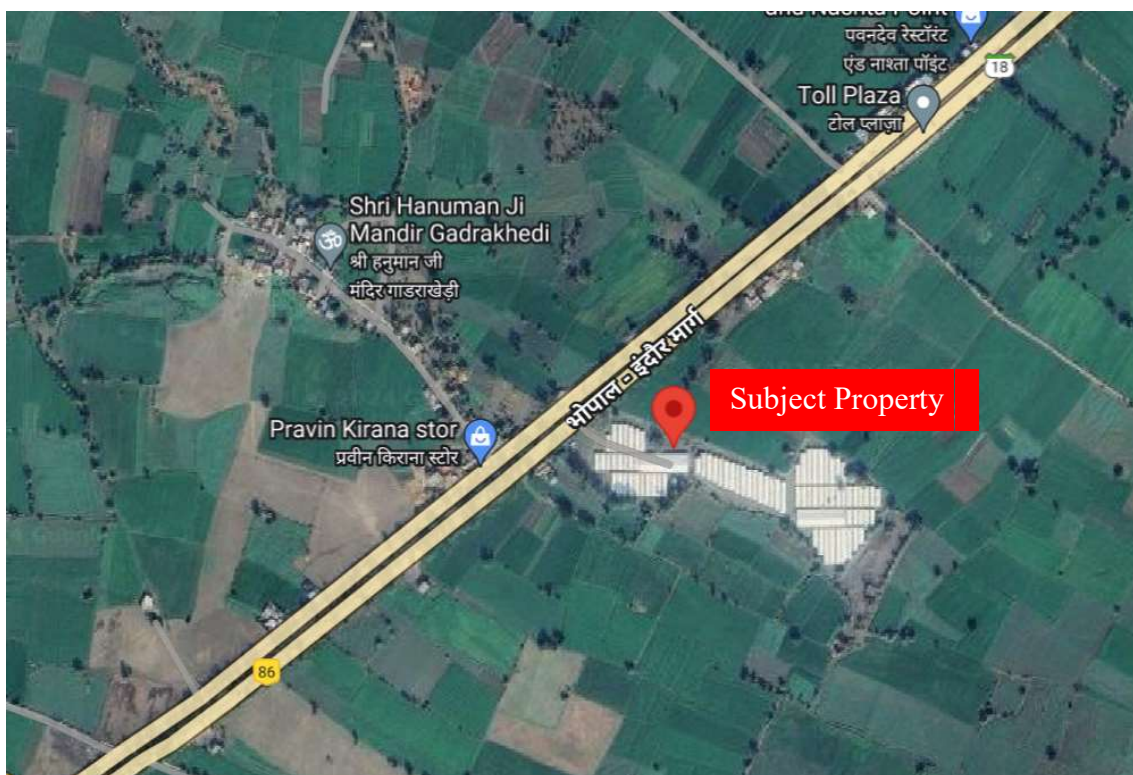


#### (4) Madawada, Ujjain, Bhopal



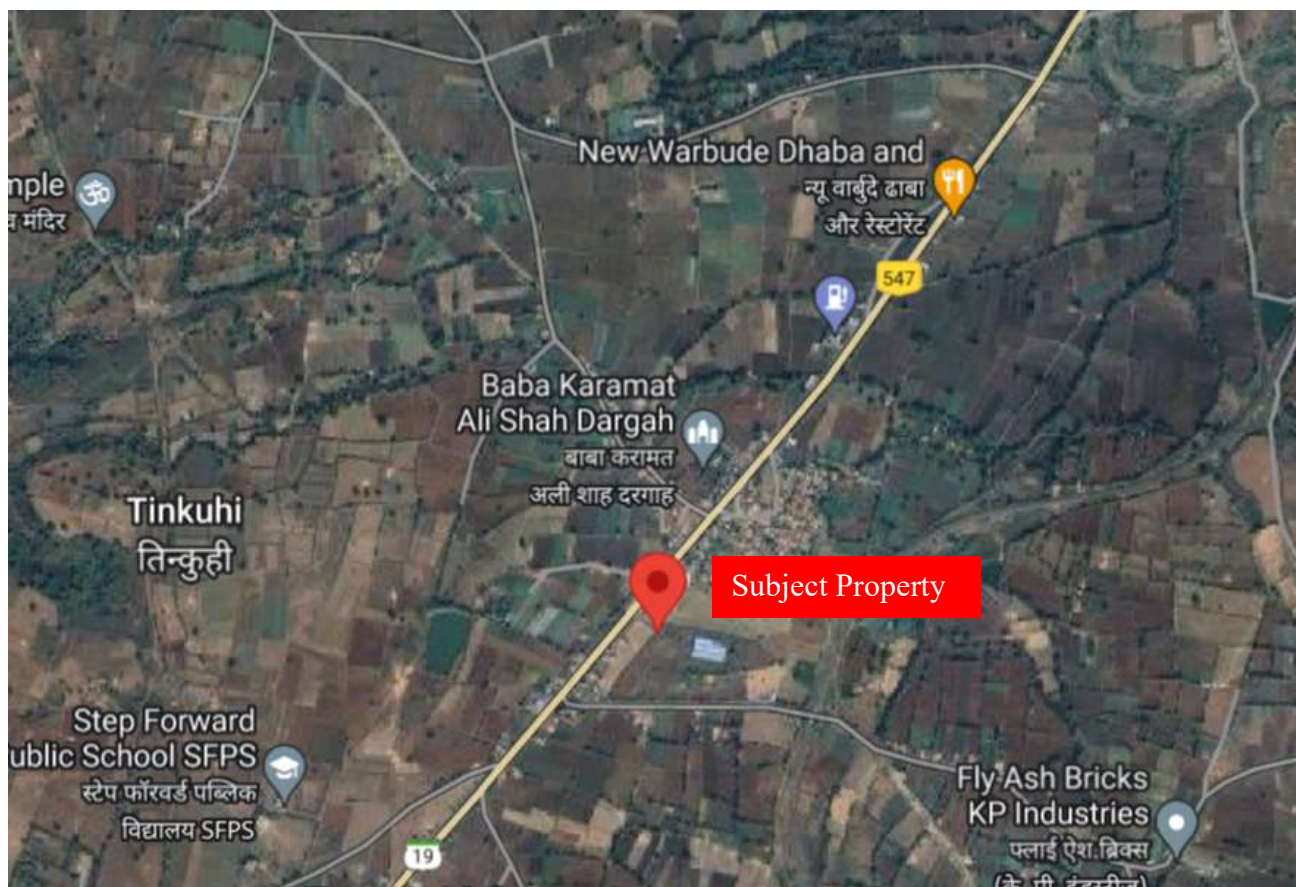
Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	NAFED Onion Godown, Madawada, Ujjain, Bhopal, M.P.
3.	Width of approach road	10m Wide Road
4.	Co-ordinates	23°20'44.9"N 75°17'32.7"E
5.	Total plot area	1,93,750 sq. ft. (4.44 acres)
6.	Land Use	Industrial
7.	Nearest Railway Station	Ujjain Railway Station (82km)
8.	Nearest Airport	Devi Ahilyabai Holkar Airport Indore (114km)
9.	Nearest Road	Khachrod Barnagar Road (100m)

**(5) Gadrakhedi, Ashta Distt, Sehore under RKVY Scheme, Bhopal**



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	NAFED Onion Godown, Gadrakhedi, Ashta Distt, Sehore, Bhopal, M.P.
3.	Width of approach road	40m Wide
4.	Co-ordinates	23°05'55.0"N 76°52'22.1"E
5.	Total plot area	5,32,167.73sq. ft. (12.21acres)
6.	Land Use	60m Wide Road
7.	Nearest Railway Station	Bhopal Railway Station (64.4km)
8.	Nearest Airport	Bhopal Airport (51.26)
9.	Nearest Road	Access Road NH 86 (Bhopal Indore Marg)

(6) Cold Storage, 2 Pack House and 11 Collection center, Chhindwara



Sl.No.	Particulars	Details
1.	Type of land	Freehold
2.	Location	Chhindwara, M.P.
3.	Width of approach road	15m wide
4.	Co-ordinates	Pack house 1: 21°51'20.5"N 78°51'47.0"E Pack house 2:21°51'27.5"N 78°51'51.1"E
5.	Total plot area	5,42,322 sq. ft. (12.44 acres)
6.	Nearest Railway Station	Railway Station Chhindwara (26km)
7.	Nearest Airport	Dr. Babasaheb Ambedkar International Airport, Nagpur (107 km)
8.	Nearest Road	NH 547

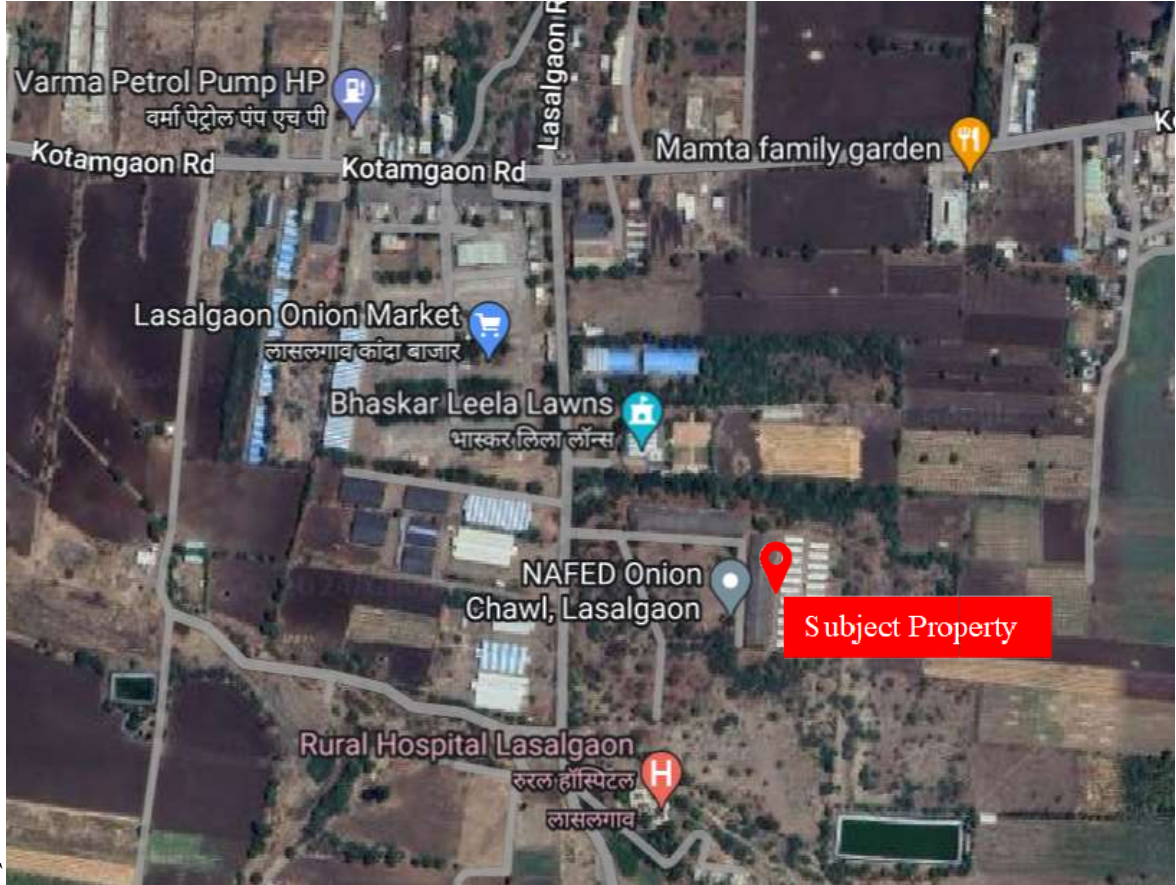
## 5. Maharashtra

### (1) Pimpalgaon-1& Pimpalgaon-2, Nashik



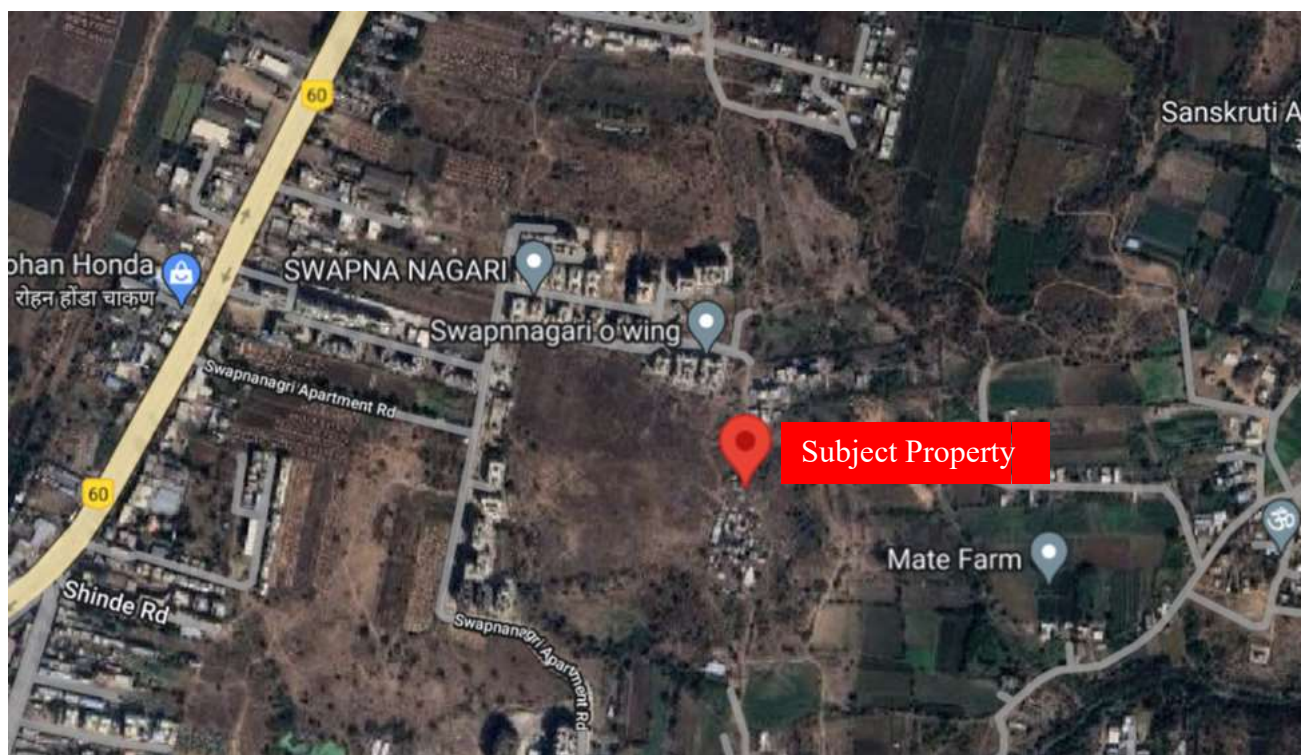
Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Pimpalgaon, Maharashtra
3.	Width of approach road	50 m wide Road
4.	Co-ordinates	20°09'10.8"N 73°58'57.8"E
5.	Total plot area	P1: 1,30,680 sq. ft. (3 acres) P2: 4,35,600 sq. ft. (10 acres)
6.	Land Use	Industrial
7.	Nearest Railway Station	Nashik Railway Road (30km)
8.	Nearest Airport	Nashik International Airport (13.3km)
9.	Nearest Road	NH 60

## (2) Lasalgaon, Nashik



Sl.No.	Particulars	Details
1.	Type of land	Freehold
2.	Location	Lasalgaon, Distt – Nasik, Maharashtra
3.	Width of approach road	15 m approx.
4.	Co-ordinates	20°08'17.9"N 74°13'32.0"E
5.	Total plot area	9,58,320 sq. ft. (Approx. 22 acres)
6.	Land Use	Industrial
7.	Nearest Railway Station	Railway station Lasalgaon (2.7 km)
8.	Nearest Airport	Nashik International Airport, Maharashtra (41.6 km)
9.	Nearest Road	Chandwal-lasalgaon road(2km )

### (3) Chakan, Pune



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	Gat. No. 358 Chakan, Tehsil –Khed, Pune. Maharashtra
3.	Width of approach road	-
4.	Co-ordinates	18°46'08.0"N 73°52'24.2"E
5.	Total plot area	2,43,264.4 sq. ft. (Approx. 5.58 acres)
6.	Land Use	Industrial
7.	Nearest Railway Station	Pune Railway Station (34.5 km)
8.	Nearest Airport	Pune International Airport, Maharashtra (30.5 km)
9.	Nearest Road	NH 62

#### (4) Dronagiri, Mumbai

The location map for the proposed site is represented in figure below:



Sl.No.	Particulars	Details
1.	Type of land	Leasehold
2.	Location	OBM 2, Plot No. 70-81, NH-4, Sector-1, Dronagiri, adjacent to MSWC CFS, Navi Mumbai, Maharashtra
3.	Width of approach road	4 m approx.
4.	Co-ordinates	18°54'21.2"N 73°00'45.0"E
5.	Total plot area	2,15,366.04 Sq. ft. (Approx. 4.9 acres)
6.	Land Use	Agriculture
7.	Nearest Railway Station	Dronagiri Railway Station (8.8 km)
8.	Nearest Airport	CSMT International Airport (43.8 km)
9.	Nearest Road	NH 348 (8 km)
10.	Nearest Mandi	APMC Market, Vashi, Navi Mumbai (23 km)