

**“EXPRESSION OF INTEREST” (EOI) Ref. No. NAFED/ONION/EOI/2025-26**



**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF  
INDIA LTD. (NAFED)**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**FOR**

**EMPANELMENT OF CONTROLLED ATMOSPHERE (CA) COLD STORAGE  
AGENCIES FOR STORAGE AND MAINTENANCE IN DISTRICT VARANASI,  
UTTAR PRADESH AND DISPATCH INCLUDING RELATED  
MISCELLANEOUS ACTIVITIES OF ONION UNDER PRICE STABILIZATION  
FUND SCHEME OF GOVT. OF INDIA ON PAN INDIA BASIS**

NAFED WAREHOUSING COMPLEX, CHATTA MILE CHAURAH, SITAPUR ROAD,  
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### **NOTICE OF DISCLAIMER**

- The information contained in this Tender 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 Tender document and all other terms and conditions subject to which such information is provided.
- No part of this tender 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.
- The Tender document has been prepared solely to assist prospective Applicants in making their decision to place their applications against this Tender. 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 Tender 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 Tender.
- Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this Tender. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to this Tender Notice. Applicants have to undertake their own studies and provide their applications.
- This Tender document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
- The information and statements made in this Tender 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.

- The Tender 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 Tender document.
- NAFED reserves the right to reject all or any of the Applications submitted in response to this Tender at any stage without assigning any reasons whatsoever.
- 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.
- 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.
- Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- NAFED reserves the right to modify, suspend, change or supplement this Tender at any stage. Any change to the Tender Notice will be notified on NAFED website by way of corrigendum.
- Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- National Agricultural Cooperative Marketing Federation of India Ltd., is 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").

**SUB: EMPANELMENT OF CONTROLLED ATMOSPHERE (CA) COLD STORAGE AGENCIES FOR STORAGE, MAINTENANCE AND DISPATCH INCLUDING RELATED MISCELLANEOUS ACTIVITIES OF ONION UNDER PRICE STABILIZATION FUND SCHEME OF GOVT. OF INDIA ON PAN INDIA BASIS**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) invites Expression of Interest (EOI) in sealed cover from eligible Controlled Atmosphere (CA) Cold Storage Agencies for empanelment for storage of onion stocks procured under the Price Stabilization Fund Scheme of the Department of Consumer Affairs, Govt. of India.

**1. PURPOSE AND SCOPE OF WORK FOR WHICH EOI IS INVITED:**

NAFED is an Implementing Agency (IA) of Price Stabilisation Fund (PSF) scheme of the Department of Consumer Affairs (DoCA), Ministry of Consumer Affairs, Food and Public Distribution, Government of India. Under PSF, the Department maintains buffer stock of onion with rabi crop through the Implementing Agencies with the objective to stabilize onion prices and ensure availability at affordable prices through strategic storage and timely release in the market.

(ii) The PSF onion buffer operation involve procurement during Rabi marketing season (April June/July), storage and calibrated and targeted disposal during lean months of August/September - December in major consumption centres.

(iii) The procured onions are normally stored in the traditional onion chawls in producing regions and transported to major consumption centres at the time of disposal.

(iv) Considering the success of onions stored in properly maintained Controlled Atmosphere (CA) warehouses in past years, the Department has directed IAs (NAFED) to store part of onion buffer stock CA warehouses located in identified major consumption centres across the country. The objective is to minimize storage loss and ensure efficient disposal at markets in major consumption centre.

(v) In this regard, NAFED seeks to hire CA warehouses (CA storage / cold storage) from CA storage service providers, reputed private parties/ co-operative societies/ government warehousing corporation/ private companies/cold storage registered firms. The CA/ normal cold storage owners who have such facilities are invited to participate in the tender.

(vi) A Pre-inspection will be done by the technical team set up by NAFED to ascertain the facility available with tenderer. Based on inspection report of technical committee, cold stores meeting the standards specified within the tender will be finalized for selection.

(vii) As the tender called for rate contract for storage, NAFED will select cold stores based on L1 bidding rate and other terms and conditions for each location.

(viii) NAFED reserves the right to determine the number of agency (ies) for the given work at any given point of time, based on turnover volume, efficiency of operations or any other factors as determined by NAFED.

## **2. Eligibility criteria**

(i) Bidder must be CA storage service providers, reputed private parties/ co-operative societies/ government corporations/ private companies, individuals and must be registered under the relevant Act of the State/ Central Government etc.

(ii) The applicants should have PAN, GST, TAN number, and all other statutory approvals for doing business and cold storage operation in the respective states.

(iii) The applicant should own Control Atmosphere (CA) / normal cold storages or must have O&M agreement for such cold storages with minimum capacity of 1,000 MT at locations as mentioned in Annexure -- I.

(iv) The service provider must possess adequate infrastructure and manpower to handle the bulk loading and unloading of cold storage, with a minimum capacity of 100 MT per day.

(v) The proposed cold storage must be well connected through all- weather roads that can be used year-round.

(vi) The applicant should have a minimum experience of five (5) years in managing CA/ normal cold storages for perishable horticulture commodities in the past. The relevant documents such as purchase and sale of horticulture commodities, inward and outward receipts along with e-Way bill with self-declaration should be enclosed, which may be verified for correctness.

(vii) The applicant should have a minimum average revenue of INR 1.00 Crores from operations of CA/ normal cold storages excluding the sale proceed of commodities stored during last three years.

(viii) CA shall have working capital of 25 lakhs and also have positive net worth certifies by Chartered accountant

(ix) CA shall submit audited financial statement for last three year showing revenue from the operation of cold storage

(viii) The applicants and or any of its members should not have been barred/ blacklisted at any time by NAFED or any of its Support Agencies or any Central Government Department or its Agency / Public Sector Unit (PSU) of the Central Government or any State Government. A notarized legal undertaking shall be required to be enclosed with the bid document. If any bidder is found to have been barred/blacklisted at a later stage of tender or even after selection, the legal action shall be initiated against such agency.

(ix) The selected agencies should submit the Bank Guarantee with structured finance managing system (SFMS)/FD/Demand Draft/online payment in favour of NAFED for an amount of Rs 10 Lakh per 1000 MT and multiples thereof for the allotted quantity after its selection and before commencement of storage of Onion. The BG / FD shall have validity of 24 Months from the date

of selection of the Controlled Atmospheric CA storage agency. In case of any losses/recovery/misconduct of work/breach of EOI/agreement terms & conditions, Bank Guarantee will be revoked Whenever the performance Guarantee falls short of the specified amount of the BG or deposit the Federation shall, make good the deficit so that the total amount of the performance Guarantee shall not, at any time, be less than the specified amount. After completion of satisfactory work and submission of all documents/information with no payment pending of Nafed of any nature, the Bank Guarantee shall be returned within one year of the closure of the operation.

(x) The application should be filed only by the duly authorized official of the eligible bidder as per the law.

(xi) It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:

- a) The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.
- b) Any of the present and past directors/proprietor/partners/ promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason.

(xii) If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.

(xiii) If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard

### **3. Scope of work:**

(i) The bidder shall ensure minimum recovery of 88% for Grade A onion considering 6 months storage duration. In case of early/ late evacuation of onion from cold stores, recovery percent shall be calculated proportionately.

(ii) The successful bidder shall ensure that average storage loss not to exceed 2.0% per month during storage period. The excess loss, if any, will be recovered from it.

(iii) The selected bidders will utilize pre-inspected CA storage infrastructure at locations within the vicinity of 50 Km of the consumption centers as mentioned in Annexure- I for storage of Onion. It will ensure availability and functioning of the equipment and instruments etc. as agreed and decided in the tender for smooth operation.

(iv) The selected bidders shall make arrangement of adequate labor both at the time of receipt of onion as well dispatch for all the activities related to sorting and grading, storage, dispatch and all related activities of the operation.

(v) It will be primary responsibility of the selected bidders to confirm quantity and quality of onion received, comply with quality parameters for Grade-A onion and report to NAFED in case of any issues with quality received. Selected bidders shall ensure to store healthy and unspoiled onion only. Defective, diseased onion, if any, shall be discarded/ disposed as directed by NAFED and agency shall submit time and date stamped photographs of onion to NAFED.

(vi) The selected bidders shall be responsible for proper maintenance of stocks during storage period by carrying out regular inspections and submissions of the stock condition to NAFED on fortnightly basis.

(vii) The selected bidders undertake to operate and maintain CA Storage in a manner to ensure that onions stored therein does not suffer any loss or damage on account of reasons attributable to performance of selected bidders including but not limited to erratic or irregular electricity supply, improper maintenance of temperature of the CA/ normal Cold Storage. For that purpose, selected bidders shall ensure that the cold storage has proper power backup.

(viii) The selected bidders shall at all times maintain storage temperature as per the technology:

(a) In case of CA storage at ambient temperature: Temperature  $26 \pm 2$  °C; Relative Humidity of 60% to 70%; CO<sub>2</sub> Level of 7,000 to 9,000 ppm and air circulation of 48,000 - 53,000 CMH (after loading within reasonable time not exceeding 48 hours)

(b) In case of CA storage at sub-zero temperature: Temperature 0.2 - 0.5 °C Relative Humidity of 60% to 70%, CO<sub>2</sub> Level of 7,000 to 9,000 ppm and air circulation of 48,000 - 53,000 CMH (after loading within reasonable time not exceeding 48 hours).

(c) Record of temperature and other parameters every two hours to be maintained and uploaded on real time on the monitoring portal.

(d) Evacuation of onion from CA storage shall be done only after gradual reheating to normal temperature.

(ix) Average weight loss for long term storage of onion shall not exceed 2.0% per month during storage.

(x) In case of failure to maintain temperature and other parameters as stated above on account of any reason whatsoever, all losses beyond 2.0% per month limit suffered by NAFED shall be compensated by the selected bidders. The selected bidder shall also be responsible for any damage caused to the Goods due to negligence which also includes theft/pilferage.

(xi) The selected bidder shall, in its own individual capacity, be responsible to discharge all its statutory and contractual obligations properly and promptly and shall be responsible for any acts of omission or commission committed by its employees/agency.

(xii) The selected bidders will ensure to submit the inward receipt details and other supporting documents at NAFED Office on time and T+2 days from the date of receipt of the onion.

(xiii) NAFED shall be at liberty to recover any damages, losses, charges, costs or expenses suffered or incurred by it due to selected bidder's negligence and poor performance under the contract or breach of any terms thereof.

**4. Financial Quote:** Bidders shall be required to submit their fee as composite expenses for storage, sorting and grading (at the time of deposit and disposal), and all related expenses on per metric ton basis. No separate expenses or charges of any nature except statutory charges shall be payable over and above the agreed composite expenses. These expenses shall be calculated on the quantity stored and stored, uploaded on the stock monitoring portal.

Financial Quote		
1	Composite expenses shall include all expenses on storage, grading, sorting and all related expenses upto loading of dispatching trucks ex-storage locations, inclusive of all taxes etc. if any.	Rs-----/MT/Month

## 5. Selection process:

Evaluation of the application of each bidder shall be as per eligibility criteria mentioned in sr. no. 2. Financial proposals shall be opened for only eligible and responsive bidders. An L-1 provided out of the responsive offers shall be selected based on financial bid submitted by eligible and responsive bidders. NAFED will determine whether the Financial Proposals are complete, qualified and unconditional.

The cost indicated in the Financial Proposal shall be deemed final and reflect the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated, and the liability to fulfil its obligations as per the conditions within the total quoted price shall be that of the Bidders. NAFED might negotiate with bidders if deemed necessary.



## **6.TERMS & CONDITIONS OF EOI:**

Participating bidders shall expressly confirm in writing the acceptance of terms & conditions of this EoI without any exception of any of the conditions and the spirit thereof by submitting the signed copy of this EoI along with following conditions and compliances:

### **i) CONFIDENTIALITY**

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

### **ii) STATUTORY REQUIREMENTS**

Controlled Atmospheric CA storage agency will be responsible for fulfilling all the Statutory Liabilities by them. The Empanelled agencies will be required to execute a legal agreement with Nafed.

**iii) Tender Fees and EMD: Tender fees of Rs.1180/ (including GST) and EMD amount of Rs.1,00,000/- shall be payable to NAFED in the below bank details of the Lucknow branch in the form of DD/NEFT/RTGS**

**Name of the Bank: HDFC Bank Ltd.**

**A/c No: 50100487809395**

**IFSC Code: HDFC0009504**

### **SUBMISSION OF EOI**

NAFED invites Expression of Interest (EOI) from eligible and interested parties to take up the assignment. The format of application is placed at Annexure-III (Please enclose the support documents as per the annexures). EOI complete in all respect with all supporting documents along with completely filled Annexure-III (Whichever applicable) with page number in an envelope securely closed (Sealed), Super scribed with EOI Ref No. should be submitted within the due time along with the tender fees and EMD by closing date with the covering envelop super scribed with the name and detail of the bidding agency. Any bid offer received after the prescribed time schedule shall not be accepted.

v)There shall be separate legal clauses pursuant to the award of work and shall be incorporated in the Service Level Agreement to be executed between Nafed and successful bidder. The obligations between Nafed and successful bidder post award of the work shall be dealt in accordance to the terms and conditions of the Service Level Agreement which shall prevail over the terms and conditions and scope of work as laid down in this EOI in case of any inconsistency.

The technical and financial bids of EOI document should be submitted password protected pdf format on or before 05.04.2025 05:00 PM noon on Lucknow Branch **through email at [naflkn@nafed-india.com](mailto:naflkn@nafed-india.com) and the supporting documents needs to be deposited in the Tender Box at the above Nafed Warehousing Complex, Chatta Mile Chauraha, Sitapur Road, Bakshi ka Talab, Lucknow-226201 U.P on or before 05.04.2025 05:00 PM** in the Tender Box at the above Nafed Lucknow.

#### **iv. Opening of EOI**

The EOI received will be opened at 3:00PM on 07.04.2025 at Head office/ Branch office by the constituted Committee in the presence of the bidders or their authorized agents, if available at the appointed time, date and place. Participating bidders, who wish to remain present during the EOI opening, should nominate on their company's letterhead the name and designation of one person authorized to remain present at the time of opening the EOI. Not more than one person per bidder shall be allowed to be present at the time of opening of the EOI.

#### **v.Modification of EOI**

At any time prior to deadlines for submission of proposals, NAFED may for any reason, modify the EOI document. All such amendment shall become part of the EOI and same will be notified on NAFED's website. The respondents are required to have a watch on NAFED's website for any such amendment. Failure to note any such modification/ corrigendum or any instruction shall not be considered for any non-fulfillment of the conditions of EOI at the time of submission.

#### **vi. Cost of Participation**

The prospective vendors shall be at all costs associated with the preparation or delivery of its EOI, participating in discussions etc. including costs and expenses related with visits to NAFED's office and the site(s). NAFED will in no case be responsible or liable for these costs and expenses. Cost of participation shall be borne by bidder.

#### **7.Assignment, Subletting and Outsourcing**

- i. The whole work included in the EOI shall be executed solely by the selected party and the party shall not directly or indirectly transfer, assign sublet, the contract or any part thereof or interest therein.
- ii. Prior to the last date for receipt of Bids, the NAFED, may, for any reason, whether at its own initiative or in response at any time to a clarification requested by the Bidders, modify the EOI by issuing an addendum/corrigendum. Any such amendment issued along with the original EOI document shall constitute Revised Tender. The addendum/corrigendum shall be uploaded also on the NAFED website.
- iii. The Bidders are, therefore, requested to visit the NAFED website regularly to check for any amendments.

- iv. The parties are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the EOI and performing the work, Support Agencies are required to meet certain performance criteria and adherence to the terms and conditions of the EOI/Agreement. NAFED shall have the right to remove from the list of approved Controlled Atmospheric CA storage agency or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by NAFED.

## **8. Completeness of the contract**

The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by NAFED or if any act/event/incident takes place which is attributable to Controlled Atmospheric CA storage agency which results in delay/incompletion of an event or which results in a financial, reputational or other loss to the NAFED.

## **9. Notices**

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

## **10. Book examination**

The Controlled Atmospheric CA storage agency shall, whenever required, produce or cause to be produced for examination by NAFED or any officer or person or independent authority authorized by the NAFED in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memorandum or document in written or electronic form, or any copy of, or extract from, any such document, and also furnish information and Returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of NAFED on the question of relevancy of any document, information or Return shall be final and binding on the Controlled Atmospheric CA storage agency. The Controlled Atmospheric CA storage agency shall produce the required documents, information and Returns at such time and place as may be directed by NAFED.

## **11.Termination:**

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

## **12.Indemnity:**

The Controlled Atmospheric CA storage agency shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with

statutory/ mandatory provisions pertaining to the contract by the Controlled Atmospheric CA storage agency in respect of the services provided etc., whatsoever.

### **13. Holiday Listing**

The Agencies are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the EOI and performing the contracts, Agencies are required to meet certain performance criteria and adherence to the terms and conditions of the EOI / contract. NAFED shall have the right to remove from the list of approved / empanelled Agencies or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all EOI floated and consequently, all Orders / Contracts / Purchase Orders placed, by NAFED.

### **14.Integrity Pact (IP)**

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact and have no objections whatsoever in signing the contract. **(Annexure 8)**

### **15.DISCLAIMER**

- a. All information contained in this, Expression of Interest (EOI) subsequently provided/clarified is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. NAFED reserves the right not to respond to questions raised or provide clarification sought, in its sole discretion, if it considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling on the part of NAFED requiring to respond to any question or to provide any clarification.
- b. NAFED reserves the right to modify the terms and conditions of the EOI and subsequent processes, NAFED may in its sole and absolute discretion, independently verify any information in any submission. Each applicant should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest. Applicants should make their own independent investigation in relation to any additional information that may be required.

### **16.Force majeure:**

- i. Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto 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, 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, band, 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.

- ii. 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.
- iii. Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- iv. 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, Controlled Atmospheric CA storage agency agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- v. The Controlled Atmospheric CA storage agency 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 this Agreement and in such case Controlled Atmospheric CA storage agency agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement

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

- a. The EOI document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- b. All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through

arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

- c. 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.

**18. Execution of Agreement:**

Separate agreements for award of work shall be executed between NAFED and the empanelled Controlled Atmospheric CA storage agency on Non-Judicial Stamp Paper of Rs. 500/-, to be provided by the Controlled Atmospheric CA storage agency on award of work. The terms and conditions enumerated in the EOI shall form part of the agreement but not restricted to terms and conditions stated in EOI. In the event of any inconsistency between the terms of EOI and Service Level Agreement(SLA), the provisions of SLA shall prevail over the terms and condition of EOI.

## Annexure - I

### Locations, Indicative Quantities and Agencies to invite bids

Locations, Indicative Qts of NAFED to invite bids as per TOR provided by DoCA vide OM dated 7.3.25						
S n o.	Cities	State/U T	Respective NAFED Branch	Address of Branch	Contact details of Branch	Indicative Qty.
	A. North					
1	Chandigarh	UT	Chandigarh	SCO No. 179, Sector No.5, Panchkula - 134113 Chandigarh	8655573731, 0172-2584424	10000
2	Varanasi	UP	Lucknow	NAFED WAREHOUSING COMPLEX, CHATTA MILE CHAURAHA, SITAPUR ROAD, BAKSHI KA TALAB, LUCKNOW-226201 UP	9599879799  0522-2333917 Mob-	5000
Total - A						15000
	B. West					
3	Nashik	Maharashtra	Nashik	Building No. II, 2nd Floor, Karmaveer Bhausahab Hiray Krushi Audyogik Sahakari Sangh Maryadit Compound, Krushi Bhawan, Near Dwarka Circle, Nashik-422011 (Maharashtra)	9110350716 02550 - 266166, 250194	10000
4	Ahmedabad	Gujarat	Ahmedabad	"A" Wing 6th Floor, Maridia Plaza, CG Road, Ahmedabad-380006(GUJ)	9920401550 079-6420581, 40049497	5000
Total - B						15000
	C. South					



5	Chennai	Tamil Nadu	Chennai	Crescent Court 2nd Floor, No.108 Poonamallee High Road Chennai-600084 (TN)	8178046265 044-29555793, 26431388	10000
6	Guntur	AP	Hyderabad	5 - 10-193,HACA Bhawan, 2nd Floor, Opp. Public Gardens Hyderabad - 500004 (AP)	9880011555 040-23235371, 040-23298781	5000
Total - C						15000
	D. East					
7	Patna	Bihar	Patna	Nafed, 3rd Floor, Deepsheela Complex Talapatra Lane , Near Ashok Cinema Bhudhmarg Patna - 800001	8109045451 0612-2232062	5000
8	Siliguri	West Bengal	Kolkata	20-B,2nd Floor,Abdul Hamid Street Kolkata - 700069 (WB)	9971182995 033-22316365, 22483729	5000
9	Guwahati	Assam	Guwahati	2ND Floor, Shiva Commercial Complex, Block-B, Rupnagar Path, G.S. Road, ulubari, Guwahati-781007	7978920154 0361-252934 Mob- 9971182995	5000
Total - D						15000
Total						60000

### **Quality Norms for Onion**

The objective of procurement of onion for long term storage is to extend the period of availability, hence maintaining optimum bulb quality and minimizing losses from physical, physiological, and pathological agents is critical. Onion having their size in the range of 4.5-6.5 cm dia. shall be procured. The bulbs will be reasonably uniform in shape, size, colour and pungency of the variety/ type. The bulb will be mature, solid in feel, reasonably firm with tough clinging skins, free from dust and other foreign material.

Bulb will be free from defects, disease, decay, and damage caused by seed stems, tops, roots, moisture, dry sun scald burn, sprouting, mechanical or other injuries, staining and free from molds, soft rot, and insect attack. Bulbs selected for storage should be firm, neck dry and thin. The bulbs should be intact flesh not exposed. Thick- necked bulbs may be discarded, as they are likely to have high moisture content than optimum for storage, and therefore would have short storage life. Skin colour should be typical of the cultivar. The bulbs affected by rotting or deterioration or microbial infection so as to make it unfit for consumption will be excluded in all cases. Microbial infections such as *Aspergillus Niger* occur during production of onions, but these will only develop on the bulbs during storage where the storage environment is conducive for their growth. Prior to storage, crop must be cleaned and graded, and all damaged or diseased bulbs be removed. The bulbs should be sufficiently dried for the intended use (at least the first two dry skins and the stem should be completely dry). Bulbs must be free from abnormal external moisture, free from foreign smell and/or taste. The stem must be twisted or clean-cut and must not be more than 4 cm long (except for twisted.)

**Other quality parameters for Grade-A onion are as follows:**

<b>DEFECTS</b>	<b>GRADE-A</b>
Cut/Crack	Not allowed
Without Skin	Not allowed
Ruptured Skin	Not allowed
Rooting	Fresh roots not allowed
Staining/Discoloration	Allowed up to 30% surface area
Bottle Neck/Thick Neck	Allowed up to 5 mm dia
Open Neck	Not allowed
Dry Sun Scald	Not allowed
Sun Burn	Not allowed
Seed Stem	Not allowed
Double/Misshape	Not Allowed
Sprouted	Not allowed
Mechanical Injury	Not allowed
Smut	Allowed up to 10% surface area
Slimy Soft Rot	Not allowed
Bacterial Soft Rot/Neck Rot	Not allowed

<b>DEFECTS</b>	<b>GRADE-A</b>
Rotting/Fungal Infected	Not allowed

**ANNEXURE-III**

**APPLICATION FORMAT FOREMPANELMENT OF COLD STORAGE(CA)  
AGENCIES FOR STORAGE, MAINTENANCE AND DISPATCH INCLUDING  
RELATED MISCELLANEOUS ACTIVITIES OF UNION UNDER PRICE  
STABILIZATION FUND SCHEME OF GOVT. OF INDIA**

**1. Name and Location**

S. No.	Particulars	Details
1	Name of the Agency / Organization	
2	Head office address (Attach a proof of address)	
3	Name of the Chairperson and telephone number	
4	Name of the Managing Director	
5	Name & Contact details of the Nodal person from Organization for the project	
6	Office Phone number(s)	
7	Fax	
8	Email	
9	Web	
10	Registration Number (Attach Proof)	
11	Year of Registration	
12	Agency/Organization Registered (Please mention)	
13	PAN Number (Attach Copy)	
14	GST number(Attach Copy)	
15	TAN Number (Attach Copy)	

16	Mandi License or other documents (Attach Copy), if applicable.	
17	Declaration under Section 260AB (Format Attached)	
18	Certificate of Working Capital and Positive Net Worth certified by CA (Attach copy)	

## 2. Details of Field Offices

S. No	Details of Field Offices

## 3. Board Members' Governing Body Members' profile of Organization.

S. No	Name of the Directors	Designation / Role in Agency/ Governing Body	Qualification	DIN Number

(Attach copy of composition of General Body / Board Members This Statement to be certified by the Company Secretary/ CA)

## 1. Details of Controlled Atmosphere (CA) Onion Storage Structures proposed for onion storage :

Sr. No.	Name of Owner	Location Address	District	Storage Capacity	Own/ Rented

(Self-Declaration that the offered CA/CS storage structures are appropriate for safe and scientific storage of onion.)

## 2. Relevant Experience:

Agency	Year	Business Turnover	Value & Share of Business in the years turnover

(Attach Audited Statement of Accounts certified by CA along with certificate of positive net worth and working capital)

**3. Status of any Blacklisting:** In case of Yes, please provide the details. In case of No, a self undertaking on the letter head of the bidder that it or its members have not been blacklisted for any business undertaken as stipulated in the Para 2 (Viii) of the Eligibility

Condition.

**4.Details of Domain Experts Working as on Date:**

<b>S. No</b>	<b>Name of the official</b>	<b>Qualification</b>	<b>Sector/ /Specialization</b>	<b>Duration of working with the Agency (No. of years &amp; months)</b>	<b>Total Years of Experience in the concerned sector</b>

**(Note: - Domain Experts should be from the concerned areas as mentioned above)**

**Self Declaration**

**Declarations**

- a) I/We hereby certify that we have not been debarred/ blacklisted by any State Government/Government of India/Govt. Departments and/or agencies such as uni/bilateral/multi-lateral funding/partner agencies and corporate including CPSEs, at any time for services of any description and in any of the business operations of Nafed directly or indirectly.
- b) I/We hereby declare that, no relevant information has been concealed omitted/withheld/alterd in the process of furnishing the information with respect to this EOI/application.
- c) I/We have read and examined this EOI document while submitting our response. Further, it is understood that this EOI is only an exercise for likely empanelment for the future work(s). However, it does not confer any right to any party submitting EOI and application for further consideration in the process or work allotment.
- d) I/We understand that if we use any unfair means for the empanelment or to get the assignment in future or disclose the classified information to other parties, our EOI/application/empanelment would be cancelled at any time during the contract period.

**For and on behalf of:**

**M/s:**

**Name:**

**Designation: Date:**

**Place:**

**Signature of Authorized Representative (with seal of the Agency) (Supported by authority letter):**

**Annexure-iii(b)**

**(ON BIDDER'S LETTER HEAD)**

**Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961**

To,

M/s NAFED

India.

Dear Sir/Madam,

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

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

<b>Financial Year for which Income Tax Return was due as per Section 139(1)</b>	<b>Filed / Not filed</b>	<b>Date of Filing</b>	<b>ITR Acknowledgement No.</b>	<b>TDS/TCS is Rs. 50000/- or more (Yes/No)</b>
2021-22				
2022-23				
2023-24				

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

For \_\_\_\_\_ (Name of CA cold storage firm)

Signature: \_\_\_\_\_

Name of person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE– 4**

**BID OFFER SHEET**

The bidders shall submit their offers on their Letter Heads .

<b>Sr. no</b>	<b>Particulars</b>	<b>Details</b>
1	Name and registered address of the Agency	
2	Name and contact number of the authorised official	
3	Locations/Districts proposed to be covered for storage and maintenance.	
4	Quantity applied (in MT)	

**2. Details of individual storage facility location-wise with capacity:**

<b>Sl.No.</b>	<b>City (Location)</b>	<b>Capacity (in MT)</b>	<b>Own/hired</b>
1.			
2.			
3.			

**3. Composite expenses per qtl. Of the deposited stock: Rs .....(per MT/MONTH)**

Composite expenses shall include all expenses on storage, grading, sorting, watch & ward and all related expenses upto loading of dispatching trucks ex-storage locations, inclusive of all taxes etc. if any

No overwriting/cutting shall be accepted. In case of such discrepancy, the offers shall be outrightly rejected.

**For and on behalf of:**

**M/s.**

**Name:**

**Designation:**

**Date:**

**Place:**

**Signature of Authorized Representative (with seal of the Agency) (Supported by Authority Letter)**

**NOTE: KINDLY MENTION CLEAR COMPOSITE COST IN RUPEES/MT/MONTH OR ELSE APPLICATION SHALL BE SUMMARILY REJECTED.**



**Annexure-5**

**FORMAT FOR WORKING CAPITAL ON THE LETTER HEAD OF CHARTERED ACCOUNTANT FIRM**

**AS ON....28-02-2025**

To

-Firm Name-

- Address and Contact details of the CA cold storage Company/Firm/FPC-

Calculation of Working Capital:

**A. CURRENT ASSETS:**

Sl. No.	Head	Value (Rs.)
1	Inventories	
2	Bills Receivable	
3	Short Term Investment	
4	Sundry Debtors	
5	Balance at Bank	
6	Cash in Hand	
	Total of (A)	

**B. CURRENT LIABILITIES:**

Sl. No.	Head	Value (Rs.)
1	Bills Payable	
2	Short Term Loan (Below 6 months)	
3	Outstanding Payables	
4	Sundry Creditors	
	Total of (B)	

**C. WORKING CAPITAL: ( A-B)=**

Name of CA Firm:

Name of Chartered Accountant:

Signature and Seal of CA:

FRN No.

UDIN:

**Annexure-6**

**FORMAT FOR NET WORTH CERTIFICATE ON THE LETTER HEAD OF  
CHARTERED ACCOUNTANT FIRM**

**AS ON....28-02-2025**

To

-Firm Name-

- Address and Contact details of the CA cold storage Company/Firm/FPC-

Calculation of Net Worth:

**A. ASSETS:**

Sl. No.	Head	Value (Rs.)
1	Current Assets	
2	Intermediate Assets	
3	Long-Term Assets	
	Total of (A)	

**B. LIABILITIES:**

Sl. No.	Head	Value (Rs.)
1	Current Liabilities	
2	Intermediate Liabilities	
3	Long-Term Liabilities	
	Total of (B)	

**C. NET WORTH: ( A-B)=**

Name of CA Firm:

Name of Chartered Accountant:

Signature and Seal of CA:

FRN No.

UDIN:

**Annexure 7**

**FORMAT FOR TURNOVER ON THE LETTER HEAD OF CHARTERED ACCOUNTANT FIRM**

To

-Firm Name-

- Address and Contact details of the CA cold storage Company/Firm/FPC-

Calculation of average revenue from operations of CA/ normal cold storages excluding the sale proceed of commodities stored during last three years.

Sl no.	Financial year	Amount (Rs.)
1	2021-22	
2	2022-23	
3	2023-24	
	Average Turnover	

Name of CA Firm:

Name of Chartered Accountant:

Signature and Seal of CA:

FRN No.

UDIN:

### **Annexure 8: INTEGRITY PACT**

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

And

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

### **PREAMBLE**

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

### **Article: 1- Commitments of the Principal**

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
  - e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Article: 4- Compensation for Damages**

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

#### **Article: 5 – Previous transgression**

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

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

#### **Article: 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, Nafed has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" would include both singular and plural.

#### **Article: 9 – Pact Duration**

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

#### **Article: 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of  
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LIMITED H.O: NAFED HOUSE, SIDHARTH ENCLAVE, ASHRAM CHOWK, RING ROAD, NEW DELHI-110014. Website: www.nafed-india.com; Phone No.011-26340019**

Branch Office: (Address..... with PIN Code)

**AGREEMENT**

**FOR SAFE STORAGE AND DISPATCH/DELIVERY UPTO SALE POINT OF PROCURED ONION UNDER PRICE STABILIZATION FUND (PSF), SCHEME OF GOI OF INDIA, BY CONTROLLED ATMOSPHERIC (CA) STORAGE AGENCY FOR AND ON BEHALF OF NAFED**

[DATE]

**BY & BETWEEN**

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LIMITED**  
**(Branch)**

**AND**

**(Name of the Storing Agency) \_\_\_\_\_**

.....  
..... (Administrative and Registered Office  
Address)..... (Herein referred as Controlled  
Atmospheric CA storage agency)

**Note:** This document contain total \_\_\_\_\_ (\_\_\_\_) pages including the cover page and Annexure.

**Important Instructions to the Procuring Controlled Atmospheric CA storage agency:**

1. The Controlled Atmospheric CA storage agency states and confirms that Nafed has made it aware of the availability of this Memorandum of the Agreement (hereinafter referred to as the "Agreement"). The Controlled Atmospheric CA storage agency confirms that it has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Controlled Atmospheric CA storage agency further confirms to have fully understood the terms and conditions of the Agreement (including limitations) and the Controlled Atmospheric CA storage agency is agreeable to perform its obligations as per the conditions stipulated in the Agreement. The Controlled Atmospheric CA storage agency agrees and confirms to sign the

Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein.

2. The Controlled Atmospheric CA storage agency will be required to execute two (2) copies of this Agreement.
3. As the Agreement is a legal document, NAFED advises the Controlled Atmospheric CA storage agency to take advice of competent legal counsel(s)/advocate(s) interpreting the provisions of the Agreement. The Controlled Atmospheric CA storage agency shall, thereafter, if it so decides to enter into this Agreement, execute and deliver to the NAFED within seven (7) days from the date of dispatch/handing over of the Agreement, both copies of the Agreement with all Annexure together. If the Controlled Atmospheric CA storage agency fails to execute and deliver to NAFED this Agreement duly signed within the time given, as mentioned above, then the requisition of the Controlled Atmospheric CA storage agency and this Agreement shall be treated as cancelled without any notice or reminders.
4. The Agreement will not be binding on the NAFED until executed by Nafed through its Authorized Signatory. NAFED will have the option to either accept or reject the Agreement within seven (7) days after receiving the same from the Controlled Atmospheric CA storage agency. If NAFED accepts the Agreement, then a signed copy of the Agreement will be returned to the Controlled Atmospheric CA storage agency for its reference and record and a copy shall be retained by the NAFED. If the Agreement is not executed by the NAFED and a copy is not dispatched by registered post to the Controlled Atmospheric CA storage agency within seven days (7) from the date of its receipt from the Controlled Atmospheric CA storage agency, then the Application and this Agreement shall be deemed to have been rejected by the NAFED.
5. NAFED shall reject and refuse to execute this Agreement wherein the Controlled Atmospheric CA storage agency has unilaterally made any corrections/cancellations/alterations/modifications in the NAFED's standard printed format.
6. The Controlled Atmospheric CA storage agency confirms that the Controlled Atmospheric CA storage agency has read and understood the above instructions and each and every clause of the Agreement, its Annexure etc., and the Controlled Atmospheric CA storage agency now execute this Agreement without any reservations, being fully conscious of his rights and obligations and limitations of the NAFED and undertake to faithfully abide by all the terms and conditions of this Agreement.

\_\_\_\_\_ **Signature(s)**

**(With Name of the Authorized Signatory and Stamp of the Controlled Atmospheric CA storage agency along with date)**

**Instructions for execution of this Agreement**

1. Kindly sign on all places marked (at bottom) on all pages in the Agreement including all Annexure.
2. Both of the signed copies of this Agreement and Annexures shall be returned to the NAFED by registered post (AD)/ hand delivered within the stipulated time .

## **MEMORANDUM OF AGREEMENT**

This Service agreement is entered at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 2025 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 \_\_\_\_\_ Branch office at \_\_\_\_\_ 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**

\_\_\_\_\_ registered under the provisions of Companies Act of 1956 and / or 2013/ relevant Cooperative Act, having its Regd. Office at \_\_\_\_\_ through its (Designation), (Name), resident of \_\_\_\_\_ duly authorized (hereinafter referred to as “Controlled Atmospheric CA storage agency”) 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. (The copy of the Resolution authorizing the signatory for this particular MoU to be attached)

### **RECITALS**

#### **WHEREAS**

A. Nafed had floated EoI dated \_\_\_\_\_ for Empanelment of Controlled Atmospheric CA storage agency for Storage and dispatch of Onion under PSF during R-2025 season. The Agencies meeting the eligibility criteria were selected for rendering their services with respect to safe storage of onion purchased through other Support Agencies empanelled for the purpose, grading at the time of dispatch, preparing for dispatch of A Grade stock to selling centres in the stipulated bags weightment & loading of the packed stock at the time of dispatch and all other allied/ supporting activities for completing the assignment of PSF buffer hereinafter called the “Onion Operation”. The terms and conditions mentioned in the EoI shall also form a part of this agreement.

B.Nafed vide its letter dated \_\_\_\_\_ has communicated the allocation of \_\_\_\_\_ quantity of onion along with quoted recovery percentage to the individual support agencies. The correspondence between Nafed and the Controlled Atmospheric CA storage agency will be part of this MoU.

**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 AGREES AS FOLLOWS:**

**1. SCOPE OF WORK:**

- (I) Broad scope of work of the Controlled Atmospheric CA storage agency shall be as follows:**

The bidder shall ensure minimum recovery of 88% for Grade A onion considering 6 months storage duration. In case of early/ late evacuation of onion from cold stores, recovery percent shall be calculated proportionately.

(ii) The successful bidder shall ensure that average storage loss not to exceed 2.0% per month during storage period. The excess loss, if any, will be recovered from it.

(iii) The selected bidders will utilize pre-inspected CA storage infrastructure at locations within the vicinity of 50 Km of the consumption centers as mentioned in Annexure- I for storage of Onion. It will ensure availability and functioning of the equipment and instruments etc. as agreed and decided in the tender for smooth operation.

(iv) The selected bidders shall make arrangement of adequate labor both at the time of receipt of onion as well dispatch for all the activities related to sorting and grading, storage, dispatch and all related activities of the operation.

(v) It will be primary responsibility of the selected bidders to confirm quantity and quality of onion received, comply with quality parameters for Grade-A onion and report to NAFED in case of any issues with quality received. Selected bidders shall ensure to store healthy and unspoiled onion only. Defective, diseased onion, if any, shall be discarded/ disposed as directed by NAFED and agency shall submit time and date stamped photographs of onion to NAFED.

(vi) The selected bidders shall be responsible for proper maintenance of stocks during storage period by carrying out regular inspections and submissions of the stock condition to NAFED on fortnightly basis.

(vii) The selected bidders undertake to operate and maintain CA Storage in a manner to ensure that onions stored therein does not suffer any loss or damage on account of reasons attributable to performance of selected bidders including but not limited to erratic or irregular electricity supply, improper maintenance of temperature of the CA/ normal Cold Storage. For that purpose, selected bidders shall ensure that the cold storage has proper power backup.

(viii) The selected bidders shall at all times maintain storage temperature as per the technology:

- (a) In case of CA storage at ambient temperature: Temperature  $26 \pm 2$  °C; Relative Humidity of 60% to 70%; CO<sub>2</sub> Level of 7,000 to 9,000 ppm and air circulation of 48,000 - 53,000 CMH (after loading within reasonable time not exceeding 48 hours)

(b) In case of CA storage at sub-zero temperature: Temperature 0.2 - 0.5 °C Relative Humidity of 60% to 70%, CO2 Level of 7,000 to 9,000 ppm and air circulation of 48,000 53,000 CMH (after loading within reasonable time not exceeding 48 hours).

(c) Record of temperature and other parameters every two hours to be maintained and uploaded on real time on the monitoring portal.

(d) Evacuation of onion from CA storage shall be done only after gradual reheating to normal temperature.

(ix) Average weight loss for long term storage of onion shall not exceed 2.0% per month during storage.

(x) In case of failure to maintain temperature and other parameters as stated above on account of any reason whatsoever, all losses beyond 2.0% per month limit suffered by NAFED shall be compensated by the selected bidders. The selected bidder shall also be responsible for any damage caused to the Goods due to negligence which also includes theft/pilferage.

(xi) The selected bidder shall, in its own individual capacity, be responsible to discharge all its statutory and contractual obligations properly and promptly and shall be responsible for any acts of omission or commission committed by its employees/agency.

(xii) The selected bidders will ensure to submit the inward receipt details and other supporting documents at NAFED Office on time and T+2 days from the date of receipt of the onion.

(xiii) NAFED shall be at liberty to recover any damages, losses, charges, costs or expenses suffered or incurred by it due to selected bidder's negligence and poor performance under the contract or breach of any terms thereof.

## **2. TERMS AND CONDITIONS:**

- a) M/s \_\_\_\_\_ has agreed to act as Controlled Atmospheric CA storage agency of NAFED for implementing the scheme Onion Operation as described above in the agreed manner for dispatch and delivery at sale centers.
- b) The Performance/Security Deposit from the Controlled Atmospheric CA storage agency will be on allotted tonnage basis, i.e. Rs. 10,00,000 for every allotted 1000 MT.
- c) The minimum recovery % of A Grade to be made by the Controlled Atmospheric CA storage agency will be as per the % finalized during the EoI process.
- d) Now this agreement witnesses and the parties here to mutually agree as follows:

### **2.1 Description of the work:**

**2.1.2** In order to implement automation of storage, quality assaying and all related activities, through DoCA appointed Portal, it will be essential for the Controlled Atmospheric CA storage agency to ensure that each storagecentre is properly and adequately equipped with following IT hardware:

- a) Laptop/Desktop
- b) Internet connection with the speed @ 2 mbps or above.
- c) Android based mobile /tablet with at least 8 mega pixel camera having QR scanning facilityalong with 4G GSM Mobile Connection (Android based).
- d) Any additional requirement for conduct of the onion operation.

**2.1.3** The Controlled Atmospheric CA storage agency shall ensure storage of freshly harvested onion procured directly from farmers and immediate sorting & grading of procured onion and delivery of such sorted and graded onion at pre-identified and verified onion storage godowns as per the quality specifications of store worthy onion at **Annexure-A**.

**2.1.4** The Controlled Atmospheric CA storage agency shall make arrangement of labor at Storage centre for loading/unloading, sorting & grading, as well as jute/hessian bags (if required by NAFED), packing, Weighment & loading of the stored Onion stock at the time of dispatch and other allied activities related to onion operation.

**2.1.5** NAFED will not be responsible for residual stock of onion obtained after sorting and grading of procured product. Under no circumstances the residual Onion should be left at the storage place.

**2.1.6** Penalty if any, relating to default in any payment of statutory charges/taxes shall be to the account of the Controlled Atmospheric CA storage agency.

**2.1.7** The Controlled Atmospheric CA storage agency shall not shift/ dispose off /or mortgage whole/ part of the procured stocks.

**2.1.8**Excess losses or lesser recovery of A Grade, if any, will be recovered from the Controlled Atmospheric CA storage agency from the balance payment payable by Nafed against expenses and Security Deposit / BG submitted by the Controlled Atmospheric CA storage agency. The shortage will be calculated of each FPC working under the Controlled Atmospheric CA storage agency.

**2.1.9**The dispatches will be made on FIFO basis and Support Agencies shall be responsible for any quality deterioration during the period of storage.

2.1.10 Controlled Atmospheric CA storage agency should ensure availability of the adequate staff officials at the procuring centres as per the requirement.

### **3. Precautions during storage**

- i. Controlled Atmospheric CA storage agency to ensure that, the storage structures for the storage of Onion stock of NAFED under the scheme are not adjacent or within the same campus as that of the other Nodal Agency.
  - ii. The storage infrastructure must be as per the required specifications mentioned in the EoI for Empanelment of the Controlled Atmospheric CA storage agency.
  - iii. Direct sunlight to be avoided
  - iv. Protection from rain water is mandatory
  - v. Filled in storage structures to be examined regularly on fortnightly basis
  - vi. During rains, structures may be fenced with plastic mesh to prevent splashing
  - vii. Onion should be handled with care. Do not drop as this often causes bruising and internal decay.
  - viii. Free from grey or black mould
  - ix. Not to be stored with potatoes or vegetables which releases moisture
  - x. Grounds and structures should be properly cleaned before storage
  - xi. General Maintenance to be done before storage
  - xii. Trash and Onion Waste Disposal system to be in place
  - xiii. Receiving arrangements at the storage to be in place. The weighing arrangement shall be arranged preferably at the storage else in the vicinity of the storage.
  - xiv. Each Structure to be marked for traceability.
  - xv. The Controlled Atmospheric CA storage agency shall carry out time to time inspection of the stock in storages and report the same to NAFED regularly.
  - xvi. Any other requirement not covered above but in the essentials of the storage infrastructure as per the EoI.
- The above is not exhaustive but an indicative list of do's and don't for the Controlled Atmospheric CA storage agency.

### **4. Relationship of the Controlled Atmospheric CA storage agency with third parties:**

**5.1** All transactions between the Controlled Atmospheric CA storage agency and any third parties shall be carried out as between the two principals without reference in any event to the NAFED. The Controlled Atmospheric CA storage agency undertakes to make such third parties fully aware of the position aforesaid.



- 5.2 All persons employed, whether directly or indirectly by the Controlled Atmospheric CA storage agency for this operation shall in no way project any claim to be the employees/Agent of NAFED.
- 5.3 The Controlled Atmospheric CA storage agency shall, in its own individual capacity, be responsible to discharge all its statutory and contractual obligations properly and promptly and shall be responsible for any acts or omission committed by its employees/agency.
- 5.4 NAFED shall not be liable for any default or acts of omission or commission of the Controlled Atmospheric CA storage agency towards third parties or the employees. It will be the responsibility of the Controlled Atmospheric CA storage agency to indemnify any claim made by the Third Party.
- 5.5 The Controlled Atmospheric CA storage agency shall in no case sublet this work to any third party. If at any stage, it is found that the work has been sublet to third party, the Controlled Atmospheric CA storage agency will be liable for facing stringent penalties and legal action.

**5. Payments of Expenses:**

- 5.1 Nafed will release the expenses to the Controlled Atmospheric CA storage agency based on their satisfactory performance in four tranches of 25% each after submission of documents and verification of receipt of stocks in good condition i.e. A Grade stocks only from the disposal locations of NAFED. All payments made to CA are subject to TDS, TCS etc.

**6. Insurance:**

The Controlled Atmospheric CA storage agency shall be responsible for insurance of the stored stock of onion in hand and in transit in their own account, covering all risks including burglary, fire with SRCC [Strikes, Riots, Civil Commotion], Terrorist strike, and natural calamities [like floods, inundation, storms, typhoon, earthquake and subsidence] and any other risk. Insurance of stock of onion available in storage shall be taken by NAFED.

**7. Arrangement of Packing material**

.Packing of stored onion will be made at the time of its transportation to any designated centres informed by Nafed in Leno bag having capacity of 50 kg or other bags of size as per the specification communicated by Nafed.

- 8. Tenure:** The agreement will be for a period of one (1) years. However, the time schedule of contract shall be related to storage and disposal activities of NAFED as per policy guidelines of Government of India. Nafed may consider to extend the same on mutual agreement.

## **9. Termination:**

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

**10. Indemnity:** The Controlled Atmospheric CA storage agency shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Controlled Atmospheric CA storage agency in respect of the Controlled Atmospheric CA storage agency etc., whatsoever.

## **11. FORCE MAJEURE**

**11.1** Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto 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, 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.

**11.2** Force Majeure shall also include unpredictable, unforeseen catastrophic and natural calamities or acts of God, beyond the control of both the parties and not brought about the instance of the party claiming to be affected by such event or which, if is anticipated or foreseeable could not be avoided or provided for and which has caused the non-performance or delaying performances, such as earthquake, flood, landslide, epidemic drought, hailstorm, high variation in temperature, fire, war, curfew, riots existing on or after the effective date of this agreement which prevents totally or partly the fulfillment of the obligations of one or both the parties.

**11.3** Due to any Act or policy of the Government /local authorities or on account of any act of Govt. it becomes impossible to perform or continue with the agreement, the agreement shall automatically come to an end and in that event, the CA cold storage Company/Firm shall not seek any specific performance of the agreement or claim any damages against the NAFED.

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

**11.5** Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

**11.6** 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, the Controlled Atmospheric CA storage agency agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

**11.7** The Controlled Atmospheric CA storage agency agrees and understands that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion, may terminate this Agreement and in such case CA cold storage Company/Firm agrees that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement.

**11.8** In the event of any order/decision taken by the State or/and Central Govt. qua stocks proposed to be sold by Nafed and in that eventuality Nafed is prohibited to sell such stocks, NAFED shall have the right and authority to stop selling of the stocks immediately and remove the stock without being responsible for any direct or indirect losses that may be sustained by the CA cold storage Company/Firm qua such removal or sale of stocks.

**11.9** The party invoking Force Majeure shall provide to the other party confirmation of the existence of fact constituting Force Majeure. Such evidence shall consist of statement of certificate of any government department or agency. If such a statement is obtained by the party claiming Force Majeure may, as a substitute therefore, make a notorial statement and online describing in details the fact claimed to constitute Force Majeure or and the reasons, why such a certificate or statement confirming the existence of such facts cannot reasonably be obtained.

**11.10** It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.

**11.11** Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

## **12. General Provisions**

**12.1 Indemnification:** That the Controlled Atmospheric CA storage agency hereby covenants to the NAFED to pay from time to time and at all times, the amounts which the is liable to pay as agreed and to observe and perform all the covenants and conditions of storage and to keep the NAFED and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the NAFED may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the CA cold storage Company/Firm.

**12.2 Compliance with Laws, Notifications etc:** That the Controlled Atmospheric CA storage agency confirms that it has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of Maharashtra/Madhya Pradesh/Gujarat and Govt. of India and the undertakings given by the NAFED to the Competent Authority of the Government of \_\_\_\_\_, Govt of India in this regard and that the Controlled Atmospheric CA storage agency has familiarized itself with all the aforesaid and other applicable

agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.

**12.3 Notices and Communications:** That, the Controlled Atmospheric CA storage agency shall inform the NAFED in writing any change in the mailing address mentioned in this Agreement failing which all demands, notices etc. by the NAFED shall be mailed to the address given in this Agreement and deemed to have been received by the CA cold storage Company/Firm.

**12.4 Binding Effect:** That, the execution of this Agreement will be complete only upon its execution by the NAFED through its authorized Signatory at the NAFED Office in \_\_\_\_\_ after the copies duly executed by the Controlled Atmospheric CA storage agency are received by the NAFED. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_ even if the Controlled Atmospheric CA storage agency has prior thereto executed this Agreement at any place(s) other than \_\_\_\_\_.

**12.5 Right to join as an affected party:** That, the Controlled Atmospheric CA storage agency agree(s) that the NAFED shall have right to join as an affected party in any appropriate court if the NAFED's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Controlled Atmospheric CA storage agency is a party. The Controlled Atmospheric CA storage agency agrees to keep the NAFED fully informed at all times in this regard.

**12.6 Captions/Headings:** That, the captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clause in this Agreement shall be done by reading the various clauses and the Agreement as a whole and not in isolation or in parts or in terms of captions provided.

**12.7 Execution of Agreement:** This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

**12.8 Entire Agreement:** That, this Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous agreements between the parties concerning the matter concerned herein whether oral, written or implied and variation in any of the terms hereof, except under the signature of the Authorized Signatory of the NAFED, shall not be binding on the NAFED.

**12.9 Certain References.** That, for all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Agreement shall carry the same meaning and purpose as the word 'CA cold storage Company/Firm' so far as the context may permit.

**12.10 Right to amend terms and conditions:** (i) That, the Controlled Atmospheric CA storage agency agrees and understands that terms and conditions of the 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 Controlled Atmospheric CA storage agency. (ii) The NAFED further reserves the right to correct, modify, amend or change all the Annexure attached to this Agreement and also Annexure which are indicated to be tentative at any time.

**12.11 Severability.** (i) That, the provisions of this Agreement are severable: if any such provision is deemed invalid or unenforceable, the applicability or validity of any other provision shall not be affected. In addition if any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction including but not limited to as any periods of time, territories or business activity, such provision will be deemed modified to the extent necessary to render it valid and enforceable. (ii) That, the terms and conditions of this agreement shall prevail upon all the terms and conditions mentioned in any other publicity, document or other communication to the extent the same is contrary to present the Agreement.

**12.12 Waiver not a limitation to enforce.** (i) That, 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) That, any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the Controlled Atmospheric CA storage agency or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Agreement 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 Allottee of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Controlled Atmospheric CA storage agency of the Agreement.

### **13. Applicable Law, Jurisdiction & Dispute Resolution**

**13.1** This Agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of Republic of India and courts at ..... and High Court of.....shall have exclusive jurisdiction over the dispute, if any, between the parties.

**13.2** All or any disputes arising out or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 or any statutory amendments/ modifications thereof for the time being in force r/w relevant provision & Multi State CooperativeCA cold storage Company/Firm Act of 2002. The Arbitration Proceedings shall be conducted by a Sole Arbitrator

who shall be appointed with due process of law. The CA cold storage Company/Firm hereby gives its consent to the appointment of the Sole Arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The seat and venue of the Arbitration shall be at New Delhi, India and language of arbitration shall be English. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the Agreement.

**13.3** During the conduct of Arbitration proceedings, the Parties shall bear the cost of the proceedings, eventually, all costs and expenses of the Arbitration shall be borne by such Party in the manner awarded by the Sole Arbitrator.

**13.4** Nothing contained in this Clause shall prevent the NAFED from seeking interim injunctive relief against the CA cold storage Company/Firm or any other parties connected and past due amounts in the courts having jurisdiction over the other Party.

**14. 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 the ....., .....who has duly been authorized by the Managing Director of Nafed vide authorization letter dated ..... which is enclosed herewith as Annexure.....This agreement is being signed on behalf of ..... through its Director ..... S/o ..... who has duly been authorized by the Board of Directors of the Company vide Board resolution dated..... which is annexed herewith as annexure...”

IN WITNESS WHEREOF, the parties hereto have hereunto and to a duplicate copy hereof, set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND DELIVERED

For

NATIONAL AGRICULTURE CO-OPERATIVE  
MARKETING FEDERATION OF INDIA LTD.

SIGNED AND DELIVERED

For

\_\_\_\_\_  
\_\_\_\_\_

**(Authorized Signatory)**

**In the presence of**

Signature

1.

Name & Address.

**(Authorized Signatory 1)**

**(Authorized Signatory 2)**

**In the presence of**

Signature

Name & Address.

2. Signature

Name & Address.

2. Signature

Name & Address.