

भारतीय राष्ट्रीय
उपभोक्ता सहकारी
संघ मर्यादित



National Cooperative
Consumers' Federation
of India Ltd.

No. NCCF/HO/Buss./2021-22/ 2938

Dated: 2nd September, 2021

To,

Member Society / Cooperative Society / FPO / Pvt. Companies / Individual etc.

Sub.: Nationwide Construction and Operation of warehouses by NCCF.

Sir / Madam,

1. Please be informed that National Cooperative Consumers' Federation of India Ltd. (NCCF) has been playing significant role in Agri marketing sector in the country. Schemes announced recently by Govt. of India focus on strengthening logistics and infrastructure throughout the country. NCCF under its objectives can develop warehousing space for storage of Agriculture products in India in close association with its Member Societies. There are several warehouses of varying storage capacity developed by NCCF from its own resources. Most of them have been leased out to private parties / Govt. agencies like CWC for different purposes.
2. For the non/semi perishable agriculture commodities, there exists a three tier storage structure in the country. While at the primary level, there are nationwide storage organisations including FCI and CWC, which operate till the point of aggregation of few Districts in different State, at the State Level till Districts, there are organisations such as SWCs and other agencies such as Markfed etc. However, at the village level there are smaller godowns generally maintained by village / district level organisation. Though in the initial two categories, the storage structures are generally well taken care of by regular operation and maintenance, it is the village level structures which are often in poor conditions in various States mainly due to lack of maintenance and financial resources with the managing organisations.
3. The above arrangement, besides putting a burden of transportation immediately to the hub warehouse location for the commodities by the farmers, also deprives the small scale farmers who are not capable of producing a minimum vehicle load of commodities for transportation independently to such large warehouses, thus often subjecting them to the distress sales and depriving them of the opportunities for better price realisation through sales in the lean seasons and availing other benefits such as collateral finance etc. which would have left them with cash at hand immediately after harvest and thus preparing them for next crop in a better way.
4. Govt. of India has announced commencement of Agriculture Infrastructure Fund (AIF) scheme with an outlay of Rs. 1 Lakh Crore to provide assistance for development of Agriculture Infrastructure. The development of warehouse space is an eligible infrastructure under AIF, NABARD under Agriculture Marketing Infrastructure Scheme which has been providing subsidy for development of warehouses.

5. NCCF is regularly undertaking procurement operation of Paddy, Wheat, Pulses, Oilseeds and other food commodities in the major producing State under MSP and PSS scheme. At times, the State Warehousing Corporation / Central Warehousing Corporation do not have sufficient warehousing capacity for storing the procured Commodities and have to resort to hire warehousing space from private warehouses quite far from the procurement centres. It is also essential to have warehousing space closer to farm gate and railway station for quicker & cheaper evacuation.
6. Keeping all the above objectives and opportunities in mind, an Expression of Interest (Eoi) for empanelment of franchises for development of Agriculture infrastructure under NCCF is being invited. Copy of the same is enclosed for your ready reference please and the same can also be downloaded from NCCF Website i.e. www.nccf-india.com,
7. The franchisee is to preferably be a member cooperative society or FPO. Private Companies however Individual can also apply. The infrastructure has to be developed by the party (preferable owned / leased or in certain cases land allocated by NCCF or land allocated in a Food or logistics park / terminal). The franchisee would be making all the investment and will be responsible for construction of infrastructure, obtain loan in their name and be responsible for servicing the loan.
8. NCCF on its part of responsibility will oversee the development of infrastructure by engaging a third party professional agency. NCCF will also appoint a third party service provider like CWC etc. for managing the infrastructure and operations and will assist the applicant with Govt. agencies / Financial Institutions to get loan or grant or subsidy.
9. NCCF will be responsible for marketing the infrastructure so developed and put to use on "Best Endeavour basis" with no minimum guarantee of its usage. For this purpose a separate tri partite agreement shall be signed between NCCF, Agency and Applicant / Owner. The income generated out of the venture would be shared between franchisee, NCCF and any other entity as per the project specific financial agreement with the franchisee.
10. The franchisee is expected to plan develop and construct warehouses, silos, cold storage, pack house, ripening chamber etc. The infrastructure is to be developed in an area closer to the production centers and where the availability of the infrastructure is non-existing or insufficient in comparison to the production and procurement. An individual SPV / company may need to be formed with respect to each project in the overall NCCF infrastructure brand and a bipartite agreement shall be signed between the Applicant / Owner and NCCF.
11. Once the warehouses are developed, we may request Central / State Govt. to utilize the NCCF warehouses on first priority basis so that the developed infrastructure is put in use and all the other associated expenses are minimized to a larger extent. Even in case of no procurement in a particular year or no public procurement also, the project shall be chosen in such a way that the production in that region is stored by the private players in the infrastructure developed and is optimally utilized.
12. All warehouses are expected to be WDRA complaint and accredited with possibility to expand vertically / horizontally, involve latest construction technique and state of art facilities like conveyor belt for loading / unloading, air conditioning (for cold storage) etc.

13. It is expected that franchisee base infrastructure, mainly warehouses, may be developed under this Expression of Interest inviting proposal each with a minimum of 1000 MT capacity making a total of at least 5 LMT warehouse space under NCCF infrastructure brand.
14. We at NCCF propose to commit ourselves to following activities for development of the business:
- Undertaking feasibility study for identification of suitable locations besides preparation of DPR template.
 - Developing proposals and assisting state Primary Agriculture Cooperative Societies (PACS), Marketing Cooperative Societies, Multipurpose Cooperative Societies in submission of proposal under AIF Scheme.
 - Developing proposal for supply chain services / building e-market platform.
 - Identifying and suggesting convergence of fund opportunities from other Central / State Govt. schemes for the identified projects.
 - Undertake study and formulate project for supply chain infrastructure requirement of new / existing, crop clusters / exports clusters.
 - Comprehensive assessment of project intent, content and viability including preparation of business plan and detailed project report besides helping in financing of project.
15. You are therefore, requested to give wide publicity to this scheme amongst the stakeholders in your area and invite interested parties for participation in this activity. In case your society is interested to set up warehousing facility as envisaged above, please free to get in touch with Shri Shaukat Ali, General Manager (Commercial) (email: Business@nccf-india.com) who would take the proposal forward for our mutual benefits.

Thanking you,

Yours faithfully,


(Shaukat Ali)

General Manager (Commercial)



NATIONAL COOPERATIVE CONSUMER FEDERATION OF INDIA
LTD. (NCCF)
3-SIRI INSTITUTIONAL AREA,
NCUI COMPLEX, AUGUST KRANTI
MARG, NEW DELHI-110014

NCCF INVITES EXPRESSION OF INTEREST (EOI)
FOR

EMPANELMENT OF FRANCHISEE
FOR
DEVELOPMENT OF AGRICULTURE INFRASTRUCTURE SOLUTIONS
UNDER AGRICULTURE INFRASTRUCTURE FUND

EOI NO.:- NCCF/HO/Buss./2021-22/2938

Dated: 2nd September, 2021

Notice Inviting Expression of Interest (EOI)

For

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

Notice of Disclaimer

- a. The information contained in this EOI or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Cooperative Consumers' Federation of India Ltd. (NCCF) or any of its employees or officers (referred to as "NCCF Representative") is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- b. No part of this EOI and no part of any subsequent correspondence by NCCF, or NCCF Representatives shall be taken neither as providing legal, financial, or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- c. The EOI document has been prepared solely to assist prospective Applicants in making their decision to place their applications against this EOI. NCCF does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit an application. The data and any other information wherever provided in this EOI is only indicative and neither NCCF, nor NCCF Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- d. Neither NCCF nor NCCF Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to this EOI. Applicants have to undertake their own studies and provide their applications.
- e. This EOI Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
- f. The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

- g. The EOI Document has not been filed or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NCCF makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- h. NCCF reserves the right to reject all or any of the Applications submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any other costs incurred by the applicant thereafter.
- j. NCCF may at its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information.
- k. Unsuccessful Applicants will have no claim whatsoever against neither NCCF nor its employees, officers.
- l. NCCF reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to the EOI will be notified on NCCF website by way of corrigendum.
- m. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- n. National Cooperative Consumer's Federation of India Ltd. registered under the relevant provisions of the Multi State Cooperative Societies Act, 2002 (as amended up-to-date), having its Head Office at NCCF, NCUI Complex, 3 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016, (hereinafter referred to as the "NCCF").

3) Introduction and Background

National Cooperative Consumers' Federation of India Ltd. (NCCF) was established with the objectives to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.

NCCF intends to set up Agriculture infrastructure solutions across India based on details provided in the empanelment document.

The infrastructure solutions has to be developed by the party on their own land (owned or leased on long term) or in a land allocated by NCCF on long-term dedicated basis or land allocated by Freight Terminal or Logistics Park.

Tentative locations for setting up of infrastructure solutions, would be as per the need of NCCF and determined based on commercial feasibility of the project and its utility to the stakeholders.

The key objective is to:

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

Description of EOI Process:

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

or some of the locations for further deliberations to develop infrastructure, but the same is not binding on NCCF.

- c. Applicants will be required to provide details of the suggested locations so as to make NCCF well acquainted with the facility/location before preparation of DPR.
- d. The suitable locations derived from the empanelment process would be further scrutinised for its commercial viability and utility to the stakeholders. If found suitable, the party would provide all the required documents for preparation of DPR for submission to Agriculture Infrastructure Fund (AIF) for assistance under the scheme.
- e. The DPR would be submitted to the financial institution for obtaining credit facility to develop the infrastructure and apply for assistance under AIF.
- f. Only those projects which are found to be eligible for funding under AIF would be pursued further.
- g. The Party has to begin the development of infrastructure and meet the timelines as agreed by NCCF and as per the AIF scheme guidelines. Essence of the timelines is to put the infrastructure to use at the least possible time.

4. Scope of Work

All investment in the project will be the responsibility of the applicant.

The applicant will be responsible for taking all approvals including regulatory, for implementation of the project. Applicant is responsible to pay all the taxes, statutory fees/levies either one time, over a period of time or periodically w.r.t. infrastructure created under the proposal.

Applicant would be responsible for construction of the infrastructure. The construction of infrastructure should adhere to the specified norms and standards of NCCF and any of the applicable standards /guidelines.

NCCF would be overseeing the development of infrastructure through a professional agency so as to ensure strict adherence to norms and standards.

The infrastructure solution to be developed with provision for expansion of capacity - vertical or horizontal or a mix thereof. It should be using the state of the art technology, having complete automation in majority of activities, remotely operable/networkable, energy efficient, environment friendly, requiring minimal manual operations.

The Infrastructure solution to be developed may limit its lending to the extent of Rs 2 crore in order to gain maximum assistance under AIF.

NCCF will be responsible for marketing the infrastructure so developed and will put to use on best endeavour basis with no minimum guarantee of its usage.

To manage the infrastructure and operations, NCCF will appoint the third party solution provider.

NCCF will assist the applicant with Government agencies/financial agencies to get Loan/Grant/Assistance/Subsidy if any for such projects. The Grant / Assistance / subsidy thus obtained will be construed as the contribution of NCCF into the respective project.

The revenue generated through the project would be shared between the franchisee and NCCF and any other entity (if required), as per the project specific financial agreement with the franchisee.

The infrastructure developed under this proposal would be having association with NCCF for the period specified in the project specific financial agreement with the franchisee and not less than the period of loan term.

The franchisee is solely responsible for the loan taken by the financial institution and its servicing / payment of interest and principal. Franchisee is responsible to execute other conditions as required to be met under AIF.

Franchisee agrees to completely indemnify NCCF of any financial liability arising out of the arrangement under this proposal.

Depending on the specific project arrangement, NCCF may bring in equity in terms of cash or land etc. which would be explicitly mentioned in the project specific financial agreement with the franchisee. The shareholding pattern of NCCF in a project would be equal to any such equity and the Grant /Assistance / subsidy obtained with the help of NCCF.

5. Eligibility of Applicants

The applicant can be a Primary Agricultural Credit Societies (PACS), Marketing Cooperative Societies, Farmer Producers Organizations (FPOs), Self Help Group (SHG), Farmers, Joint Liability Groups (JLG), Multipurpose Cooperative Societies, Agri-entrepreneurs, Startups and Central/State agency or Local Body sponsored Public Private Partnership Projects, company registered under the Companies Act, 1956 or a Partnership registered under the Indian Partnership Act, 1932 for the last three years or a consortium or joint venture or sole proprietor. Documentary proof of the legal entity may be provided along with relevant documents for last 3 years on the financial status of the legal entity such as audited balance sheet or tax returns etc.

The Applicant should have sound financial standing.

The Applicant should be eligible to get assistance under AIF. Applicant are advised to study the AIF scheme, guidelines, DPR and other details to make themselves acquainted with the requirements of scheme and fulfil the same.

The Applicant should be legally competent to enter into contract as per the prevailing Indian law.

The applicant should own requisite parcel of land or should be in possession of requisite parcel of land on long terms lease basis of 30 years or more, with clear land title with no legal/revenue related issues

The land parcel should preferably within the vicinity of 500 mtr to maximum 5 kms of Major District Roads/State Highways/National Highways

The land parcel should be preferably either be within a Freight Terminal/rail siding or in the vicinity of the same.

The land parcel should be in the production/consumption area of crops/commodities handled by NCCF or similar agencies.

6. Application form

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

7. Information to the Applicant(s) -

There is no timeline for submission of EOI. Partners can submit their EOI from time to time and will be considered by NCCF depending on the infrastructure solutions requirements accordingly.

NCCF reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NCCF website <https://www.NCCFindia.com> only, by way of corrigendum.

All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.

NCCF reserves the right to modify, suspend, change or supplements this EOI at any stage of the process. Any change to the RFQ will be notified through the above mentioned NCCF website.

This EOI Information Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.

Mere submission of applications under this EOI does not ensure selection of the Applicant as Successful Applicant.

The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.

After scrutiny of Technical documents in accordance with the terms & conditions of this EOI. NCCF shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.

In case of differences arising in the terms and conditions of the EOI documents with the firm(s), the decision of NCCF shall final and binding upon all.

Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.

The Evaluation Committee of NCCF constituted for this purpose shall assess the ability of the applicants to render the requisite infrastructure and services based on the Applicant profile, rating and on such other criteria as it may fix and only those applicant qualifying the technical evaluation will be considered for empanelment.

The applicant should sign on each page of the EOI documents.

The period of empanelment of successful applicants will initially be for the period of loan term and extendable on mutually agreed terms and conditions, on the discretion of NCCF.

NCCF reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NCCF within given time period.

Earnest Money Deposit: The EOI applications must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/Pay Order/NEFT/RTGS in favour of NCCF, payable at New Delhi. Applications received without Earnest Money Deposit and EOI fees shall not be entertained. No interest shall be payable by NCCF on EMD. Any type of exemption is not allowed. DD/ NEFT/ RTGS shall be in favour of National Cooperative Consumers' Federation of India Ltd., payable at New Delhi.

8. Non-Refundable Participation fee

Interested applicant(s) shall require to pay non-refundable fee of Rs.1,770/- (Rupees One Thousand Seven Hundred & Seventy only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of NCCF as per bank account details given as under: -

NAME OF THE BENIFICERY	: NCCF
ACCOUNT NUMBER	: 34827894847
NAME OF BANK	: STATE BANK OF INDIA
ADDRESS OF THE BANK	: ASIAN GAMES VILLAGE, NCUI, 3 SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG, NEW DELHI - 110016
IFSC CODE	: SBIN0007407

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

9. Process of Submission of Application

The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the below mentioned address.

Application documents may be scanned in pdf format.

Applicant who has downloaded the EOI from the NCCF website shall not tamper/modify the EOI application form, in any manner. In case if the same is found to be tampered/modified in any manner, the application will be summarily rejected.

The EOI application shall be in English language. All correspondence and documents relating to the EOI exchanged between the applicant and NCCF shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the application but not in English language shall not be treated as part of the EOI application document. The responsibility for the correctness of the translations if any solely rests on the applicant and NCCF shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the document, the English translation shall prevail.

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

10. Completeness of the contract:

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

11. Termination:

There would be a regular review of the performance of Applicant in the panel.

In the event of the Applicant having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the NCCF shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Applicant any resultant loss sustained or costs incurred by the NCCF.

NCCF shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Applicant of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the NCCF due to the Applicant(s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Applicant shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the NCCF shall be final and binding on the Applicant.

NCCF reserves the right to terminate the contract at any time by giving one month's notice in writing to the Applicant if the policy guidelines, on which the contract is dependent, are modified or other circumstances, in which event no fee, costs, expenses, damages etc. shall be payable.

If at any time during the currency of contract, it comes to the notice of NCCF that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Applicant, NCCF reserves the right to summarily terminate the contract.

In case the performance of the Applicant is not found to be satisfactory during the currency of the agreement, NCCF can prematurely terminate the agreement after giving one month notice.

12. Indemnity:

12.1 The Applicant shall indemnify NCCF and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Applicant in respect of the services provided etc., whatsoever.

13 Confidentiality:

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

14. Execution of Agreement:

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

15. Force majeure:

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

16 Notices:

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

17. Applicable Law Jurisdiction and Dispute Resolution:

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.

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 venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

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

18. Information to the Applicant(s) :

NCCF reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NCCF website <https://www.NCCF-india.com> only, by way of corrigendum.

All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.

NCCF reserves the right to modify, suspend, change or supplement this EOI at any stage of the process. Any change to the EOI will be notified through the above mentioned NCCF website. This EOI Information document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued. Mere submission of applications under this EOI does not ensure selection of the Applicant as Successful Applicant.

The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.

After scrutiny of Technical documents in accordance with the terms & conditions of this EOI, NCCF shall shortlist the eligible participants fulfilling eligibility criteria and inform them accordingly.

In case of differences arising in the terms and conditions of the EOI documents with the firm(s), the decision of NCCF shall final and binding upon all.

Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.

The applicant should sign on each page of the EOI documents.

NCCF reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NCCF within given time period.

NCCF's Holiday Listing Policy is part of this EOI and is available on NCCF's website under Tenders section.

Integrity Pact as decided by NCCF has to be signed by the Applicant.

• **Contact Details:**

Time & Address for submission of Application	On all working days (By hand or By Post) General Manager (Commercial), NCCF, NCUI Complex, 3 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016
Contact Person (with Phone No. & E-mail)	Shri Shaukat Ali, GM (Commercial) Phone: 011-40194607 & M: 9415190616 Email: Business@nccf-india.com

To,

Managing Director,

NCCF

NCUI Complex, 3 Siri Institutional Area,

August Kranti Marg, Hauz Khas,

New Delhi – 110016

Subject: Submission of EOI for Empanelment of Franchisee for Development of Agriculture Infrastructure Solutions under Agriculture Infrastructure Fund.

Dear Sir,

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

I/We agree and understand that the EOI and this EOI is non-binding and non-committal. Further, I/we confirm that neither NCCF nor any of its employees, associates, affiliates or its agents shall be liable to me/us for any liability arising directly or indirectly from our participation in the EOI Process

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

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

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

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

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

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

Signature of Authorized Signatory

Name of the Authorized Signatory

Address of the Applicant.....

Telephone & Fax of the Applicant..

Email Address of the Applicant.....

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Format for Application

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

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

Declaration by the Applicant regarding Qualifications

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

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

Date: Signature of Applicant

Place: Name:

Designation:

(seal if available)

END OF EOI DOCUMENT