



## Uttarakhand Agriculture Produce Marketing Board

Web Site:-[www.ukapmb.org](http://www.ukapmb.org)  
Email :-[uamandi@rediffmail.com](mailto:uamandi@rediffmail.com)  
05944- 250056

Letter No.U.K.A.P.M.B - 2632

Date: 3/08/2018

### Tender Notice

Sealed tender for Operational & Maintenance of Controlled Atmosphere Cold Storage (CA CS and MA CS) at Harsil (Jhala), Distt. Uttarakashi. Uttarakhand is invited by (Separate, Technical and Financial Bid) as per details given below.

S.No.	Name of Place	Qty.	Capacity	Cost of Bid Documents (Rs.)	EMD (Rs.)
1.	Harsil (Jhala) dist. Uttarakashi	1 Job	CA. CS 200 MT X 5 NOS. & MA CS 200MTx 1NO	4720.00 (Including GST)	10,00,000.00

1. Period of Lease – 03 years
2. Mode of Payment - Tender document can be obtained from the office of Dy. General Manager (E/M), UKAPMB, Dehradun & GM(T), UKAPMB, Rudrapur after paying cost of bid document through Cash or DD in favour of Uttarakhand Agricultural Produce Marketing Board Rudrapur Udham singh Nagar.  
Tender document can also be downloaded from the website [www.ukapmb.org](http://www.ukapmb.org). The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender documentation in the form of DD in favour of Uttarakhand Agricultural Produce Marketing Board Rudrapur Udham singh Nagar with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected.
3. Sale of Tender Documents - 04-08-2018 to 21-08-2018 upto 5.00 pm
4. Time and last date of submission of Bid - 23-08-2018 upto 3.00 pm
5. Time of Bid Opening - 23-08-2018 upto 3.30 pm
6. Venue of Bid Opening - Office of Directorate.
7. The interested Companies/Firms/Agencies may put the tender document complete in all respects. Bid security is to be deposited in the form of Demand Draft issued by a Nationalized or scheduled Bank pledge in favour of Uttarakhand Agricultural Produce Marketing Board Rudrapur Udham singh Nagar.

**Note: It may be ensured that the DD of cost of tender form should earlier before last date of selling Tenders not after last date of selling Tenders.**

Managing Director  
U. K. A. P. M. B., Rudrapur

**DIRECTORATE  
UTTRAKHAND AGRICULTURE  
PRODUCE MARKETING BOARD,  
RUDRAPUR**

**Tel No. (05944)-250056, Fax No. (05944) 250059**

**Web site: <http://www.ukapmb.org>, E-mail- [gmcru@gmail.com](mailto:gmcru@gmail.com)  
[dgmdunem@gmail.com](mailto:dgmdunem@gmail.com)**

**Price Rs. = 4720.00 (Including 18% GST)**



**TENDER  
FOR**

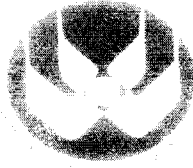
**Operation & Maintenance OF C.A COLD STORE AT HARSIL (JHALA)  
UTTARAKASHI, UTTARAKHAND**

**Issued to:**

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**NOT TRANSFERABLE**

**SINGNATURE OF TENDERER**



**DIRECTORATE  
UTTRAKHAND AGRICULTURE  
PRODUCE MARKETING BOARD,  
RUDRAPUR**

**CONTRACT DOCUMENT**

<b>1.Name of Work: Operation &amp; Maintenance OF C.A. COLD STORE, HARSIL (Jhala),UTTARAKASHI, UTTARAKHAD</b> A. Controlled Atmosphere Cold Storage Chambers. of 1000 MT Capacity (5 chambers of 200 MT each) B. Modified Atmosphere Cold storage Chamber of 200 MT Capacity
<b>2.Issued to :</b>
<b>3.Issue Date:</b>
<b>4.Tender Notice No.:</b>
<b>5.Receipt No.:</b>
<b>6.Date:</b>

**Managing Director  
U. A. P.M.B. ,Rudrapur**



**DIRECTORATE  
UTTRAKHAND AGRICULTURE  
PRODUCE MARKETING BOARD,  
RUDRAPUR**

**OPERATION & MAINTENANCE OF C.A COLDSTORE AT HARSIL,  
UTTARAKASHI, UTTARAKHAND**

**PART I-TECHNICAL**

**Last Date For Submission Of Bid : 23-08-2018 – 15.00 Hrs.**

**Date & Time Of Bid Opening : 23-08-2018 – 15.30 Hrs.**

**Validity Period : 45 Days**

## **1.0 INSTRUCTIONS TO TENDERERS**

The Tender shall be in the prescribed form and complete in all respects.

- 1.1 Earnest money as indicated in the tender shall be deposited in the form of EMD Pledge in favors of **MANAGING DIRECTOR, UTTARAKHAND AGRICULTURAL PRODUCE MARKETING BOARD RUDRAPUR UDHAM SINGH NAGAR.** Earnest Money must be submitted in separate envelope marked "Earnest Money". Any tender, which is not accompanied by EMD in the prescribed manner, will be summarily rejected. No interest shall be allowed on the Earnest Money.

### **1.2 Pre-Qualification Requirements for Bidder.**

Bidder must fulfill the following pre-qualification requirements: -

- a) Security of Rs. 10,00,000.00/- (Rs. Ten Lac Only) in the form of EMD Pledge in favour of **MANAGING DIRECTOR, UTTARAKHAND AGRICULTURAL PRODUCE MARKETING BOARD RUDRAPUR UDHAM SINGH NAGAR.**
- b) The Bidders should have experience of running either at least three contracts/Projects. (One each for operations & maintenance of C.A Storage) for a capacity of 500 MT or above OR one project/contract of minimum 1200MT capacity or above.
- c) The Bidders should have a minimum net worth equivalent to Rs. 100.00 Lac (Rupees One hundred lac only) as at the end of the last financial year.
- d) The Bidders must submit proof including certificate from auditor (or Chartered Accountant, in the absence of an auditor), statement of calculation of net-worth.

**NOTE:1.** Bidders will please note that those bidders, who do not fulfill the above requirements, their bids are liable to be rejected.

**NOTE:2.** Firm should have own credentials to operate plant successfully. JV or consortium of any nature is not allowed.

## **2.0 Contents of Tender**

The tender will be in two parts:

### **Part-I (Technical)**

- 2.1 The original copy of Part I of tender must be stamped and signed by bidder on all pages and submitted duly completed in all respects including Tender Form in acknowledgement to acceptance of all terms.
  - 2.1.1 EMD in the manner specified in the general terms and conditions and conditions of contract.
  - 2.1.2 Documents required to be submitted in support of Pre-qualification.
  - 2.1.3 An authorization on letterhead of company with seal duly signed by Managing Director/Director/Authorized Signatory in favour of person signing the bid documents or a duly signed Power of Attorney must be submitted
- 2.1.4 Bidder must also furnish the following details with the Technical Bid documents:-**
  - (a). Copies of Registration Certificate (duly attested) with GST, Income Tax (PAN), PF & other Govt. Bodies.
  - (b). Detailed credential documents of your firm. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel. Nos. of the contact persons in your company holding all key positions.
  - (c). Last Year turnover detail along with Profit & loss statement.
  - (d). Major Client detail.
  - (e). Staff Detail:- It is mandatory to have technically skilled staff with know-how of Controlled Atmosphere Cold Storage. The firm has to furnish complete Staff details to department in support of assurance that they are capable enough to operate and maintain plant on their own. Please note sublet to other agency is not allowed under any circumstances.
  - (f). Banker's name and your Company's annual audited report / Balance Sheet for last 3 years.
  - (g). The details of Machinery and Equipment available with you which are in working condition are to be furnished.
  - (h). Membership to anybody.
  - (i). Any other Statutory Registration.

## **Part-II(Financial)**

- 2.1.5 It will contain the pricing schedule indicating cost in the form-III & IV.
- 2.1.6 Price should be inclusive of all taxes, GST and any other charges or fees livable by the Govt. for the other authorities.
- 2.1.7 Both the parts I & II above will be submitted in SEPARATE SEALED ENVELOPES with the tender form. Part-I and Part-II as appropriately Indicated on the top of envelope. EMD shall be closed with Part-I.
- 2.2 UKAPMB reserves the right to reject/negotiate all or any of the tenders and to accept in whole or part of any of the tenders without assigning any reason for so doing. The successful bidder will be required to sign an agreement in the form approved by the UKAPMB, for the fulfillment of contract .But the written acceptance of the UKAPMB of a Tender will constitute a binding agreement between the UKAPMB and the firm so tendering, whether such formal contract is or is not subsequently entered into.
- 2.3 The tender shall remain valid for a period of 45 days from the date of opening of tender. In the event of the tender withdrawing his offer within the validity period, for any reason what so-ever, Earnest Money deposited with the tender shall be forfeited by the Employer.
- 2.4 Conditional and /or incomplete tenders are liable to be rejected.
3. **Contract Agreement:** -A formal agreement shall be entered into by the Contractor with the Employer for the proper fulfillment of the contract. In case the agreement is not executed by the Contractor within One week of issue of LOI by UKAPMB, the UKAPMB shall at its option without prejudice to any other price or claims against the contractor within seven days after expiry of the said 15 days and before execution of the agreement by the Contractor by notice in writing revoke the acceptance of the tender, and there upon the UKAPMB shall not be liable to any claim from the contractor for work already done. The earnest money deposited with the tender shall be forfeited by the UKAPMB.
4. **Security Deposit:** -The successful bidder will give a Security in the form of an irrevocable bank guarantee/FDR amounting Rs 10Lacs (Rs Ten Lacs only) including the earnest money deposited with the tenderer. Bank Guarantee/FDR shall be released after satisfactory running of the unit in contract period. Wherever the contracts are rescinded, the Bank Guarantee/FDR will be cashed.
5. **Indemnity by Contractor:** -The Contractor shall indemnify and save harmless UKAPMB from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against UKAPMB by reason of any act or mission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**6. Completeness of Contract: -**

- a. Liquidated damages:** -The liquidated damages shall be levied as per form GPW 9 for the delay in completion of job.

7. If at any time, during the continuance of this agreement the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to events) provided, notice of the happening if any such event is given by either part to the other within ten days from, the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract more shall either party have any claim for damages against the other in respect of such non-performance of delay in performance arrangements under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the authority as to whether the arrangements have been so resumed or not shall be final and conclusive.



## **GENERAL TERMS & CONDITIONS:-**

1. EMD of requisite amount, as contained in para 1aas of this document. EMD should be enclosed in terms of F.D.R from any scheduled/Nationalized Bank pledged in favor of **MANAGING DIRECTOR, UTTARAKHAND AGRICULTURAL PRODUCE MARKETING BOARD RUDRAPUR UDAM SINGH NAGAR.**
2. Tenders are invited for the operation of C.A. cold storage for a period of minimum three years which can be extended further for two years with mutual consent after assessing the satisfactory work of the tenderer.
3. The electricity connection in the concerned cold storage shall be provided by the Department of Horticulture but the payment of the bills received against the electricity consumed shall be made by the selected organization/contractor and the photo copy of the payment of the electric bills shall be provided to the Mandi Board every month.
4. The selected organization/contractor shall be fully responsible for the security of the land and building campus of the concerned unit.
5. Annual maintenance (AMC) of all the machinery and instruments/equipments shall be done through the Mandi Board, the payment of which will be made by the selected organization/contractor.
6. The payment of all the liabilities, under the operation of the concerned unit, such as water tax, tax levied by the State and Central Government from time to time, shall be made by the selected organization/contractor.
7. The workers and labours employed for the operation of the concerned unit shall be of the contractor and all of their bills shall be paid by the selected organization/contractor. The Mandi Board has nothing to do with it.
8. The selected organization/contractor shall return the concerned unit, after the completion of the period of the contract, in the same condition as it will be handed over to them.
9. A committee will be constituted by the Managing Director, Uttarakhand Agriculture Produce Marketing Board which will inspect the concerned unit every three months and submit its report to the Managing Director. If any deficiencies are observed, it will be the responsibility of the selected organization/contractor to immediately remove them.
10. Preference shall be given to the fruit producers of the State for storing their produce in the concerned unit, which will be limited upto 25 percent of the capacity of the unit. In case the fruit producers or their organizations do not store their produce by 01 November, the selected organization/contractor shall have the right to utilize the aforesaid or remaining space for the fruit producers, provided the produce stored in the concerned unit by the fruit producers are not affected.
11. The storage rate of the produce store by the food producer in concerned unit (which will be limited up to 25 %) shall be fixed by the committee constituted by Managing Director, which will be accepted by selected organization/contractor.
12. Corrupt/fraud ant practices will not be done in concerned unit. All legal & financial responsibilities will be selected by organization/contractor.

13. The facility of keeping their produce in the concerned unit shall be permitted to the fruit producers on the basis of first come first served.
14. If after the agreement the selected organization/contractor leaves the operation of the unit in the middle of the contract, the security money deposited as per the terms of the tender shall be forfeited by the Mandi Board.
15. If the selected organization/contractor express their inability to operate the concerned unit prior to the stipulated period of the lease they will have to give timely three months notice to the Mandi Board and if the Mandi Board have to terminate the contract, they shall also have to give three months notice in time. In such condition the contract shall automatically be terminated, after three months.
16. Any type of constructions, alteration, permanent or temporary in the concerned unit, will not be permitted. If in view of public interest and in the interest of the work, it becomes necessary in unavoidable circumstances, it will be necessary to take the permission of the Managing Director/competent authority, the expenditure involved shall be borne by the selected organization/contractor. But they shall have no right on it.
17. The officers of the Department of Horticulture, Mandi Board and APEDA will inspect the concerned unit from time to time, wherein the selected organization/contractor shall provide full co-operation and if the farmers or students are sent to visit the unit by the department of Horticulture, Mandi Board and APEDA, they will be shown the unit.
18. In addition to the compliance of the provisions of the Labour Act, the selected organization/contractor shall have to take the desired no objection certificate from the concerned departments prior to the operation of the unit. If any expenditure is incurred on it, the selected organization/contract themselves have to bear the same. The Mandi Board shall cooperate for the purpose, whenever required.
19. The register/log book of the produce kept in the concerned unit shall be filled and maintained by the selected organization/contractor and details of the stored produce and their quantity shall be made available, on demand, to the Mandi and Horticulture Department.
20. The selected organization/contractor shall not have any right to take loan by mortgaging the machinery, plant, building, vehicles and others of the concerned unit.
21. The selected organization/contractor shall insure against all the assets of the concerned unit and the produce stored in the unit, the premium of which will be borne by them. If in unavoidable circumstances there is any damage, the compensation given by the insurance company shall be provided to the Department and persons who have stored their produce in the unit, proportionately.
22. If in normal circumstances the stored produce is damaged due to technical or lack of supervision, In such condition the selected organization/contractor shall have to make payment of the same to the farmers.
23. Preference shall be given to the export of the produce, stored by the selected organization/contractor.
24. The operation of the concerned unit shall be done by the selected organization/contractor themselves and they shall not have the right to give it to anyone on rent/sub contract etc.

25. If during working any worker meets any accident the selected organization/ contractor shall be responsible for it and for the payment of the liabilities.
26. If additional facilities are created in the concerned unit as per the requirement and the expenditure involved is borne by the Mandi Board, the rest of the lease shall be proportionately increased which shall be borne by the contractor and shall be binding on him.
27. For any quires contact to GM(T), UKAPMB Rudrapur mob.no.- 9997272727 or DGM(E/M), UKAPMB Dehradun mob no. - 9411110746.
28. The stipulated amount of monthly rent shall be deposited by the selected organization /contractor in the office authorized by the Uttarakhand Agriculture Produce Marketing Board by Seventh of every month. If the amount is not deposited in time, 18% interest shall have to be paid.
29. If any type of difficulty or problem arises, it shall be solved by the Managing Director, Uttarakhand Agriculture Produce Marketing Board and his decision shall be final and binding.
30. In case of any type of dispute, it shall be under the jurisdiction of Rudrapur, Udham Singh Nagar.

**Note:- Memorandum of Understanding (MOU) executed between Department of Horticulture and Food Processing Uttarakhand & Uttarakhand Agriculture Produce Marketing Board (UKAPMB) will be follow & binding by the selected organization/contractor (MOU copy Attached).**

**PART-I (TECHNICAL)**  
**TENDER FORM**

(To be submitted in duplicate along with all Annexures / appendixes as specified in the Tender Document)

To

**The Managing Director,  
Uttarakhand Agriculture  
Produce Marketing Board,  
Rudrapur (Udham Singh Nagar)**

**Sub: Operation & Maintenance of Controlled Atmosphere Cold Storage at Harsil (Jhala), Uttarkashi,  
Uttarakhand.**

Dear Sir/Ma'am,

I/we am/are submitting the following proposal for the Operation & Maintenance of C.A cold store at given bellow place:-

S.No	Description of Documents	No.	Remarks
1	Earnest Money Deposit (E.M.D).		
2	Experience of firm.		
3	Turnover of firm.		
4	Technical qualification.		
5	Registration in income Tax.		
6	GST Registration No.		
7	Company Registration No.		
8	Return of Income tax for Last Three years.		
9	Firm Registration No.		
10	Manufacturer Certification.		
11	Experience documentation and Client list		
12	ESI and EPF Registration		
13	Financial Statements for last three years		
14	Net Worth Certification		
15	Any Other		

**We have enclosed the following documents:**

1. Letter of Authorization in the name of.....
2. Form I should be submitted on the company's letter head duly sealed and signed by the authorized person.
3. Tender Fee of **Rs. 4720.00 (Including GST 18 %)** in the form of a Demand draft drawn in favour of the Uttarakhand Agricultural Produce Marketing Board at Rudrapur.
4. Pre-qualification eligibility criteria Details.
5. Affidavit or Self Declaration of eligibility in Form- III.
6. Self Attested copies of all Supporting Documents.

**Authorized Signature with seal**

**With Firm/Company  
Name/Firm.....  
Address .....  
Contact No. ....**

**E-mail .....**

## FORM II

In response to your call for Tender, I/We hereby declare that I/we:

1. Am/are not in any of the situations excluding me/us from participation contracts.
2. Agree to abide by the highest ethical standards in the profession and, in particular, have no potential conflict of interest;
3. Will inform the Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the project;
4. Fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in my/our exclusion from this or other contracts funded by the Authority.

(Signature of the applicant or of authorized representative with company seal)

**FORM III**  
**FINANCIAL BID**

**Name of Work: Operation & Maintenance of Controlled Atmosphere Cold Storage at Harsil (Jhala), Uttarkashi, Uttarakhand.**

**Lease Period :- For Three year**

**Capacity: - Fix lease rate will be furnished limited upto 75% of the capacity of the unit.**

Sr. No.	Description of work	Location	Fixed Lease Rate Per Month (In Rupees)
1	Operation & Maintenance of Controlled Atmosphere Cold Storage	Harsil (Jhala) Uttarkashi	
	(Amount In words: _____)		

Total Basic Price \_\_\_\_\_ Rs. \_\_\_\_\_

GST @ \_\_\_\_\_% \_\_\_\_\_ Rs. \_\_\_\_\_

Total \_\_\_\_\_ Rs. \_\_\_\_\_

The prices quoted above are inclusive of all taxes, duties, levies, freight, free delivery at site, installation/fixing, testing and commissioning (Expect GST, which should mention separately).

**Signature of Firm with  
Stamp and address**

**Date:**

**FORM IV**  
**FINANCIAL BID**

**Name of Work:** Operation & Maintenance of Sorting Grading Unit 4MT/hr at Harsil (Jhala), Uttarkashi,  
Uttarakhand.

**Lease Period :- For the Three year**

Sr. No.	Description of work	Location	Lease Rate Per Month (In Rupees)
1	Operation & Maintenance of Sorting Grading Unit 4MT/hr	Harsil (Jhala) Uttarkashi	
	(Amount In words: _____)		

Total Basic Price \_\_\_\_\_ Rs. \_\_\_\_\_

GST @ \_\_\_\_\_% \_\_\_\_\_ Rs. \_\_\_\_\_

Total \_\_\_\_\_ Rs. \_\_\_\_\_

The prices quoted above are inclusive of all taxes, duties, levies, freight, free delivery at site, installation/fixing, testing and commissioning (Except GST, which should mention separately).

**Signature of Firm with  
Stamp and address**

**Date:**

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as MOU) is executed at Dehradun on this day..... in the Christian Calendar Year Two Thousand and Eighteen.

**Between**

**Department of Horticulture & Food Processing**, Uttarakhand (hereinafter referred to as "Department"), having its office at Udhyan Bhawan, Chaubattia, Ranikhet (Almora), Uttarakhand.

**AND**

**Uttarakhand Agriculture Produce Marketing Board (UAPMB)**, (hereinafter referred to as "Board"), having its office at Mandi Bhawan, Rudrapur (Udham Singh Nagar), Uttarkahnad.

The expressions of **Department of Horticulture & Food Processing** and **UAPMB** shall wherever the context admits be individually referred to as 'Department' or 'Board' and jointly as 'Parties'.

WHEREAS, the "Department" has set up Controlled Atmosphere Cold Store (CA CS) at Jhala (Bhatwari), Uttarkashi, Uttarakhand of capacity 1000+200 MT, having 5 nos. CA Chambers each of storage capacity of 200 MT and a normal cold store having storage capacity of 200 MT, with the assistance of APEDA (Agriculture and Processed Food Export Development Authority of India., GoI).

AND WHEREAS Government of Uttarakhand (GoUK) Vide letter no. 973/XVI(1)/18/11/(6)/2009 dated 08.06.2018 informed that the GoUK has decided that Uttarakhand Agriculture Produce Marketing Board (UAPMB) would now operate and maintain the Controlled Atmosphere Cold Store facility at Jhala (Bhatwari), Uttarakashi for its proper utilization in best interest of the fruit growers as well as State.

AND WHEREAS the "Department" owns and has legal control of the facility and now in view of the above decision taken by GoUK, has decided to handover the facility to "Board" to utilize operate and maintain this facility for a period of 5 years on the mutually agreed terms and conditions as per this MOU.

### **1. Objective**

- (a) Board will work in providing facilities to farmer, trader and other trade participants related to Agri-Horti commodities and to provide better storage facilities to farmer,



traders and other trade participants and evolve functional model for the for the purpose of development and efficient storage system including export.

## 2. Applicability

- (a) This MOU shall be effective from .....August, 2018 (Effective date).
- (b) This MOU shall apply to the locations as specified in this MoU.
- (c) The Parties may consider and with mutual consent increase locations other than the Current Agreed Locations during the term of this MOU.

## 3. General Terms and Condition

- 3.1 The "Department" shall handover the newly constructed CA facility to the "Board" on "As is Where is Basis" However, while handing over the facility, a JOINT INVENTORY shall be made duly signed by the authorized representatives of the "Department" and the "Board". The JOINT INVENTORY would facilitate easy transfer of the facility by the "Board" to the "Department" on expiry / termination of operation period.
- 3.2 The "Department" and the "Board" shall also form a MONITORING Committee which will provide quarterly progress reports of the CA CS facility and maintain records about the utilization of the export facility which will be verified by the committee from time to time.

## 4. Role and Responsibilities of Board

- 4.1 The responsibility of running, operation and maintenance of the CA CS along with facility loading refrigerated vehicle and all statutory liabilities (Legal or Financial) accruing from the CA CS operation shall rest with the "Board".
- 4.2 To obtain all necessary licenses under applicable laws for the time being in force
- 4.3 The "Board" shall have liberty to manage & operate the plant to the best interest of the grower and the State.
- 4.4 "Board" can appoint technical/non technical staff, driver, labour as per requirements to operate and maintain the CA CS project. The "Board" will be principal employer for all the manpower employed by him at CA CS under this MOU and will be responsible for all statutory liabilities that arise for employees of "Board".
- 4.5 To make arrangements for taking adequate insurance coverage for the property of (CA CS incl. refrigerated Vehicles), commodities stored at the Current Agreed Location.
- 4.6 To arrange all necessary services and bear the cost and expenses towards operating expenses such as:
  - i. Electricity, water, effluent (STP/ETP) installation and disposal, all statutory clearances viz. fire- fighting, weights & measure, stability of building, electrical inspector etc.
  - ii. Deployment of manpower, water, electricity, security guard and all other operative costs, etc.
  - iii. Insurance coverage of commodities/stock stored at CA CS location/Vehicles.
  - iv. Installation of weigh bridges and setting up of testing and certification laboratories at selected location as required.
  - v. Fumigation charges for the commodities stored in the CA CS location as required.
- 4.7 The "Board" shall also carry out preventive maintenance of the plant and equipment properly as per "O & M" schedule; of each equipment to avoid break down

- maintenance to minimal. All wear & tear of equipment during operation shall be promptly repaired/ replaced.
- 4.8 Allocation of Storage Chambers - There are total 6 Nos of Storage Chambers i.e. 5 Nos Controlled Atmosphere Cold Stores of 200 MT storing capacity each and 1 Nos. of Normal Cold Store of 200 MT storing capacity
- 25% capacity of total CA CS should be kept Reserve for Farmers/Apple Producer Group on rent.
  - Rest portion open for rent to others of CA CS store (Out of total 5+1Normal)
- 4.9 To handle receipt, storage, custody and release of produces/commodities/ goods/stocks.
- 4.10 To fix reasonable and appropriate storage charges for grower for their stock at the Current Agreed Locations as mentioned in this MOU.
- 4.11 To issue Warehouse/Storage receipt for commodities stored at the Current Agreed Location as mentioned in this MOU, using logo of "Uttarakhand".
- 4.12 To raise invoice on clients towards storage charges etc. and arrange to collect the same from the clients.
- 4.13 To ensure that details of necessary transactions/details shall be submitted to "Department" as and when required to in a format as may be mutually decided between the Parties.
- 4.14 "The Board" shall allow the representative of APEDA and Department on prior intimation/notice to inspect the facility from time to time without any hindrance.
- 4.15 To set up testing and certification laboratories (If required) with most advanced model for all commodities stored at the location and the revenue arising out of the same will remain with "Board". The report sheet will bear joint name on testing certification unit. "Board" will bear the cost towards maintenance and advancement/up-gradation of laboratories.
- 4.16 "The Board" shall comply with any term or condition that may be imposed from time to time by APEDA to ensure to achieve the objective of the Scheme and such condition imposed on the "Department" by APEDA.
- 4.17 The "Board" shall be free to organize in their own ways the growers co-operatives , help them with innovative techniques for apple growing and harvesting techniques to improve fruit quality, motivate them to store their produce in CA store for better return of their produce, promotional schemes as deemed fit by them for transportation to CA facility etc.
- 4.18 The "Board" shall make arrangement to procure fruits and other produce of farmers/producers/ growers to provide minimum average price of their produces and release timely payment so that the "Growers" establish confidence in Govt ("Board/ facility").
- 4.19 "Board" will not construct/alter any kind of construction at the location on its own without prior permission of "Department" in writing.
- 4.20 "Board" may enter into similar tie-up with any other Govt/Coop/Private organization at current agreed locations during the period of MOU.

## **5. Role and Responsibilities of "Department"**

- (a) To provide existing facilities at the Current Agreed Location as whole.
- (b) To carry out quarterly inspection with "Board" team on prior intimation/notice.
- (c) To communicate with APEDA.
- (d) To resolve the issue in case of emergency/urgency and visit the spot within 48 hours.

## **6. Assignment**

Party can assign this MOU in whole or in part including any rights or obligations hereunder with the prior written consent of the other Party.

## **7. Amendment**

The terms and provisions of this MOU may be modified, amended, supplemented or discharged and shall be binding, valid and in effect if made in writing, and duly approved and executed by the authorized representative or competent authorities of the Parties hereto.

## **8. Operational Cost**

The "Board", immediately after handover shall also form a committee of experts from the field to decide on the remunerative operational cost.

## **9. Liability and Indemnity**

The "Department" shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse of equipment used by the "Board" or any of Board's manpower engaged for operation at agreed locations of CA CS.

## **11. Term of MOU and Termination Clause**

11.1 The MOU will be initially signed for a period of 5 years and the terms and conditions shall be reviewed at the end of first 2 years from the date of MOU and afterwards at the end of every subsequent one year. The terms of MOU may further be extended for another period as mutually agreed.

11.2 This MOU may be terminated by either Party by giving three (3) months advance notice in writing to the other party.

11.3 Notwithstanding termination of this MOU as aforesaid, all rights and obligations accrued during the period of this MOU shall continue to bind the Parties till such rights and obligations are completely discharged.

11.4 If the "Board", in the judgment of the "Department" has engaged in corrupt or fraudulent practices in operating the CA facility as described hereunder, MoU will be terminated:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a operational process of the CA facility.

11.5 The "Department" may at any time terminate the MOU by giving written notice to the "Board", if the "Board" becomes bankrupt or otherwise insolvent.

## **12. Severability**

If any provision of this MOU is held illegal or unenforceable by any Court or other authority of competent jurisdiction such provision shall be deemed to be severable from the remaining provisions of this MOU and shall not affect or impair the validity or enforceability of the remaining provisions of this MOU.

## **13. Waiver**

The rights and powers of any party under this MOU shall not be prejudiced or affected by reason of any failure, neglect, forbearance or delay in the exercise of enforcement thereof and no party will be deemed to have waived any of its rights and powers under any part of this MOU unless such waiver is in writing by duly authorized person and no waiver of any such breach be deemed to be a waiver of any continuing or recurring breach.

#### **14. Force Majeure**

If any Party fails to perform its obligations arising out of this MOU because of acts of God, or governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, Internet failures), fires, riots, looting, military occupation, hostilities, war, natural hazards, epidemics or other casualty or causes beyond the reasonable control of the Party obligated to perform, then that Party's performance shall be excused provided that such party notifies the other Party as soon as practicable of the existence of such condition and uses its best efforts to resume performance in an expeditious manner.

**15. All notices**, requests and other communications to any Party hereunder shall be in writing and shall be given to such Party at its address or telex/facsimile number as such Party may hereafter specify to each other Party hereto and to such party at the address or facsimile number set forth in the written instrument executed.

**If to Department**

Director, Horticulture or any other person authorized by the Director

**If to Board**

Managing Director, Mandi Board or any other person authorized by Managing Director

#### **16. Arbitration**

If any dispute or difference arises out of or in connection with this MOU or validity, interpretation, implementation or alleged breach of any of the provisions of this MOU or anything done or omitted to be done pursuant to this MOU, shall as far as possible be resolved by mutual consultation or negotiations. If the Parties fail to reach any settlement by mutual consultation or negotiation within 30 days after commencement of the negotiations or such longer period as the Parties may agree in writing, then the decision of Principal Secretary/ Secretary Horticulture shall be final and binding to the parties.

#### **17. Governing Law and Jurisdiction**

This MOU shall be governed by and interpreted in accordance with the laws of India for the time being in force and the Courts of competent jurisdiction at Uttarakhand only will have jurisdiction to entertain any dispute between the Parties arising out of this MOU. The jurisdiction for all Arbitration proceedings shall be at Dehradun and language of Arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.

#### **18. Miscellaneous**

(a) Headings are for reference only.

(b) For the purpose of this MOU, the words – commodities/goods/stocks wherever used in the MOU shall mean and include the same and can be used interchangeably.

IN WITNESS WHEREOF, the authorized representatives of the parties have here to set their hands upon the date first above written.

This MOU is being sent in DUPLICATE with a request to return the duplicate copy duly sealed and signed in token of acceptance of this MOU by the "Board" within specified period of 21 days.

To be signed and sealed by:

For the

**On behalf of the Department:**

1. -----

2. -----

**On behalf of the Board**

1.-----

2.-----