



National Agricultural Cooperative Marketing Federation of India Ltd.

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

E-mail id: seedsection@nafed-india.com Ph.:-011-26341153

Notice for inviting RFP for letting out NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT situated at NAFED Godown, Plot no. 55,56,57,60, 1/A, Siya Industrial Area, District Dewas (M.P.)- 455001

Request For Proposals (RFP) are invited for letting out the **SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT situated at NAFED Godown, Plot no. 55,56,57,60, 1/A, Siya Industrial Area, District Dewas (M.P.)- 455001** on “As is where is and what is basis”.

Interested parties can obtain RFP documents from our office on all working days during working hours **09:30Hrs to 17:30Hrs** on payment of Rs. 5,000/- (Non-refundable) Plus GST or download from URL **<http://www.nafed-india.com/tender>**. The downloaded RFP documents must be accompanied with interest free EMD of Rs. 5,00,000/- Payable through NEFT in our bank details as given below:

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| Beneficiary Name | NAFED |
| Current Account No. | 10060654277 |
| Center (Location) | NEW DELHI |
| Bank | IDFC FIRST BANK |
| Branch | New Friends Colony Branch South Delhi |
| IFSC Code | IDFB0020102 |

At the time of submission of proposals complete in all respects should be submitted/dropped in tender box on or before **21/12/2023 upto 15:00 Hrs** at NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014 which shall be opened in the presence of bidders/authorized representatives on **22/12/2023, 16:00 Hrs (IST)** at NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014 Hrs. RFP document submitted incomplete in any respect without fee (for tender downloaded) shall be summarily rejected. Further, NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof.

NOTICE OF DISCLAIMER

The information contained in this Request For Proposal (“RFP”) or subsequently provided to Bidder(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 Representatives”), is provided on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

No part of this RFP and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken as providing legal, financial or other advice nor as establishing a contract or contractual obligation. 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.

This RFP document has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this RFP is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.

Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. 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 the Project. Bidders have to undertake their own studies and provide their bids.

This RFP 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.

The information and statements made in this RFP 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.

This RFP Document has not been filed, registered, 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 RFP Document.

NAFED reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.

All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidders will have no claim whatsoever against neither NAFED nor its employees, officers.

NAFED reserves the right to modify, suspend, change or supplement this RFP at any stage. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued.

Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.

I. OVERVIEW

1.1 Background

National Agricultural Cooperative Marketing Federation of India Ltd. (hereinafter “NAFED”), a multi-state co-operative under the Multi State Co-operative Societies Act, 2002 has been established with the main objective of promoting co-operative marketing of agricultural produce to benefit the farmers. NAFED has constructed a seed processing plant (5 TPH on Wheat Basis) installed instorage godown capacity of 1800 MT situated at NAFED Godown, Plot no. 55,56,57,60, 1/A, Siya Industrial Area, District Dewas (M.P.)- 455001.

Seed Processing Plant : 5 TPH on Wheat basis

The Seed Processing Plant of 5 TPH on Wheat basis installed instorage godown of 1800 MT has been established for seed processing of all agri-commodities.

GENERAL INFORMATION FOR THE ABOVE SEED PROCESSING PLANT

- NAFED Seed Processing Plant may be operated round-the-clock.
- For smooth plying of vehicles within the NAFED Complex, sufficient space is available.
- Adequate Fire – fighting System has been installed.
- NAFED has obtained seed processing plant license dated 22.09.2023 with validity up to 31.03.2026 Successful bidder shall obtain License from the concerned authority in their name if required for running of Seed Processing Plant.
- Successful bidder shall renew Statutory Consent Order from Pollution Control Board as and when due.

- Water Connection already exists within the Complex.
- The Successful Bidder shall be given the possession of Seed Processing Plant (5 TPH on Wheat basis) INSTALLED IN storage godown of 1800 MT on “as is where is basis” for carrying out the seed processing & storage activities.
- The Successful Bidder should undertake the trading activities INSTALLED IN the complex in their own name by giving the mailing address of NAFED Godown, Plot no. 55,56,57,60, 1/A, Siya Industrial Area, District Dewas (M.P.)- 455001 and this in no way entitles them to be the owner of the said property as also refrained to utilize the name of NAFED in any business transaction. The Successful Bidder has to comply with all laws relating to obtaining of License for running the seed processing & storage activities, manpower deployed by it, etc. at its own costs and expenses.

1.2 Overview of the Bid

NAFED is issuing this Request For Proposal document (“RFP”) for inviting sealed bids from the interested bidders for undertaking the operation, maintenance and management of the above Seed Processing Plant facility established installed in 1800 MT storage godown on Leave & License basis initially for a period of Three years and extendable for the period of five years on annual basis on mutual agreed terms and conditions.

The Bidder can be an organization registered under the company registered under the Companies Act or a Cooperative Society/ Farmer Producer Organization registered under respective acts.

An agreement is to be executed by the Successful Bidder with NAFED.

Entities who wish to participate in the Bid are required to procure this RFP from the office of NAFED at the address given below from 04/12/2023 to 21/12/2023 by depositing a non-refundable fee in the form of a NEFT/RTGS of INR 5,000 (Five Thousand Indian Rupees) Plus GST into bank a/c name-

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| Beneficiary Name | NAFED |
| Savings Account No. | 10060654277 |
| Center (Location) | NEW DELHI |
| Bank | IDFC FIRST BANK |
| Branch | New Friends Colony Branch South Delhi |
| IFSC Code | IDFB0020102 |

National Agricultural Cooperative Marketing Federation of India Ltd.
Seed section
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014
E-mail id: seedsection@nafed-india.com Ph.:- 011-26341153

This RFP document can be downloaded from the website of NAFED (www.nafed-india.com) by the interested bidders from 04/12/2023 to 21/12/2023 the prescribed non-refundable fee of INR 5,000 (Five Thousand Indian Rupees) Plus GST would need to be made on or before submission of any bids in case of down-loading this RFP from the web-site of NAFED. Any

Bid submitted without the said fee shall be treated as non-responsive and shall be rejected and returned without being evaluated.

The Bids shall be made in the form and manner prescribed in this RFP and submitted at the above address within the prescribed period.

The Bids should be submitted not later than 15:00 Hrs. (IST) on 21/12/2023 In the event the Due Date for the Bid submission is a holiday, the next working day will be considered as the Due Date for Bid submission.

The Bid shall be accompanied by Interest Free Earnest Money Deposit of INR 5,00,000 (Five Lakh Indian Rupees). Payable through NEFT in our bank a/c name-

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| Beneficiary Name | NAFED |
| Savings Account No. | 10060654277 |
| Center (Location) | NEW DELHI |
| Bank | IDFC FIRST BANK |
| Branch | New Friends Colony Branch South Delhi |
| IFSC Code | IDFB0020102 |

Interested applicants / Bidders may obtain further information from the following: -

Head (NSBD)
NAFED Seed & Bio-fertilizer Division (NSBD)
51-A, Sector-F, Sanwer Road
Indore (M.P.)-452015
E-mail id: nafbioind@nafed-india.com Ph.: - 0731-4960709

The Bids shall be filled only in English language and all entries must be clearly typed in blue / black ink. The authorized representative of the Bidder must, through their initials, attest all erasures and alterations made while filling the Bids. Over-writing of figures in Bids is not permitted. Failure to comply with any of these conditions may render the Bid invalid. Failure to comply with any of these conditions may render the Bid invalid.

NAFED is not responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Bids including costs and expenses related to visits to the site.

Any query/clarification with respect to the Plants and/or RFP documents intended to be raised by the Bidder(s) should be submitted in writing to NAFED at least seven (7) days before the scheduled date for the bid submission.

Only those bids which have been submitted in compliance of this RFP are eligible for consideration.

NAFED reserves the right to cancel, terminate, change or modify this procurement / bid process and or requirements of bidding stated in the RFP at any stage without assigning any

reason or providing any notice and without incurring any liability, of any nature whatsoever, for the same.

1.3 BID SUMMARY

| S.No. | Key Information | Details |
|-------|--------------------------------------|---|
| 1 | Project | Operation, Maintenance and Management of NAFED Seed Processing Plant (5 TPH On Wheat Basis) installed in Storage Godown Capacity Of 1800 MT on Leave & License basis initially for period of Three years and extendable for the period of five years on annual basis on mutual agreed terms and conditions. |
| 2 | Scope of work | <ul style="list-style-type: none"> a. The Successful Bidder shall be given possession of NAFED Seed Processing Plant (5 TPH on Wheat Basis) installed in Storage Godown Capacity of 1800 MT on “as is where is basis and what is basis” for carrying out seed processing and storage activities. b. The Successful Bidder is required to undertake the repairs of insulation work as per specifications, inspection & working process at “their cost, if any, after handing over. c. The Successful Bidder must utilize the services of their own technical staff and other manpower for running NAFED Seed Processing Plant. d. The Successful Bidder is totally responsible for other required professionals for its operation purpose. e. The additional infrastructure created by the Successful Bidder with the prior approval of NAFED at its own costs & expenses during the agreement period in the seed processing plant, shall belong to NAFED, and on termination of the agreement and the Successful Bidder is not entitled for any claim over the structures created on expiry/termination of the agreement. f. The Successful Bidder is responsible to abide with all laws related to operation of the seed processing plant, man-power deployed, etc. pertaining to the agreement period. g. The Successful Bidder shall abide by the agreement executed with NAFED as per brief Terms of Reference of Chapter 5 of this RFP documents. |
| 3 | Project Status | <p>The Project is available to the successful bidder Effective uptoor 1095 days from the date of signing the agreement whichever is later.</p> <p>For elaborate details and the present status of the seed processing plant, reference may be made to 1.1 Background above.</p> |
| 4 | Obligations of the Successful Bidder | <p>The successful bidder will be responsible for</p> <ul style="list-style-type: none"> (i) The operation, maintenance, and management of the project as per scope of work and at the terms and conditions given in the Terms of Reference of this RFP. (ii) Executing the agreement with NAFED and undertaking the activities in the plants strictly in accordance with the |

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| | | <p>agreement executed.</p> <p>(iii) Abiding by the terms and conditions of the agreement executed.</p> |
| 5 | Time period for handing over the project | <p>Either fromOr 1095 days from the date of Signing the agreement whichever is later.</p> |
| 6 | Procurement Of Bid documents | <p>Entities who wish to participate in the Bid are required to procure this RFP from the office of NAFED at the address given in this RFP from 06/11/2023 to 28/11/2023 by depositing a non-refundable fee through NEFT/RTGS of INR5,000 plus GST(Five Thousand Indian Rupees)into our bank a/c.</p> <p>This RFP document can be downloaded from the web-site of NAFED (www.nafed-india.com) by the interested bidders from 06/11/2023 to 28/11/2023. The prescribed non-refundable fee of INR 5,000 (Five Thousand Indian Rupees) Plus GST would need to be made on or before submission of the bid in case of downloading this RFP document from the web-site of NAFED. Any Bid submitted without the said fee shall be summarily rejected.</p> |
| 7 | Bidder's Eligibility (Technical Bid) | <p>(i) Bidder should have paid the cost of RFP Document .</p> <p>(ii) The Bidder may be cooperative society, proprietorship firm, partnership firm registered under the Partnership Act or a company under the Companies Act</p> <p>(iii) Only one bid should be submitted by an entity.</p> <p>(iv) The Bidder should submit the RFP document duly completed in all respect along with the prescribed INTEREST FREE EMD of INR 5 Lakh (Five lakh), into bank a/c</p> <p>(v) The Bidder should have the General Eligibility :</p> <p>1. This invitation of Bid is open to all interested Bidders who may be a Cooperative Society, partnership firm registered under the Partnership Act or a company incorporated under the Companies Act.</p> <p>2. Only such Bids that are submitted on payment of the requisite amount towards the cost of the RFP document as specified in this RFP will be considered for the bid evaluation process subject to their fulfillment of the other terms and conditions set forth in this RFP document</p> <p>3. Only such Bids that are submitted with the prescribed INTEREST FREE EMD of INR5,00,000 (Five Lakh Indian Rupees)through RTGS/ NEFT in the NAFED bank a/c details will</p> |
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| | | <p>be considered for the bid evaluation.</p> <p>4. Only one bid should be submitted by an entity.</p> <p>5. The Bidder must have in possession of Permanent Account No. (PAN) and Income-Tax Clearance Certificate for the Financial Year of 2022-23 up to March.23by attaching the attested copies thereof in the Bid.</p> <p>6. The Bidder must have obtained the Solvency Certificate issued by its banker and attached the original of the same along with the Bid.</p> <p>7. A Bidder may be disqualified if, of any stage of the bidding process, it is determined by NAFED or comes to its knowledge that the Bidder has failed to continue to satisfy the Eligibility Criteria, Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by NAFED.</p> <p>a) <u>FINANCIAL QUALIFICATION:</u></p> <p>1. The Bidder should have Average Annual Turnover of INR ₹ 2,00,00,000(Two Crore Indian Rupees) in the last 3 (three) financial years as per the audited accounts.</p> <p>2. The Bidder should also submit Bank Accounts Statements duly certified by the concerned Banker for the last three years.</p> <p>3. The Net Worth of the bidder should be in the positive. Net worth certificate duly certified by practicing-chartered accountant, Copy of audited P/L statements duly bearing the credentials of the audit firm, are to be furnished in support of this criterion. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing-chartered accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the management of the company.</p> | |
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| S.No. | Key Information | Details |
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| 8 | Project period / Operation Period | The License period to be granted to the Successful Bidder for permitted use of the project with the existing infrastructure is for a period of 3 (Three) years with increase of 10 % in monthly license fee on and after expiry of eleven months from the date of handing over and extendable for the period of further 2 years annual basis on mutual agreed terms and conditions from the date of handing over the Seed Processing Plant. |
| 09 | Bid Submission | <p>Sealed envelopes as under: -</p> <ol style="list-style-type: none"> Envelope 1 should be superscribed as technical bid for leasing out NAFED Seed Processing Plant (5 TPH on wheat basis), Dewas (M.P.). This envelope should contain entire set of RFP documents with prescribed enclosures with each page duly signed by the bidder. Envelope 2 should be superscribed as Financial Bid for leasing out NAFED Seed Processing Plant (5 TPH on wheat basis), Dewas (M.P.). This envelope will contain offer for annual license fee. Both the above two envelopes shall be placed inside an Outer Envelope superscribed as bids for NAFED Seed Processing Plant (5 TPH on wheat basis), Dewas (M.P.). |
| 10 | Bid Evaluation | <p>The Bid Evaluation Process shall be as per Chapter 4 of this RFP Documents.</p> <p>First it is the Technical Bids which will be evaluated in accordance with the prescribed technical parameters laid down in the tender documents.</p> <p>Financial bids will be opened for those whose bids are found to be technically qualified.</p> |
| 11 | Bid Validity | 90 days from the Due Date (i.e., the last date for Bid submission pursuant to the RFP). |
| 12 | Bid Security | The Bid shall be accompanied by a INTEREST FREE EMD of INR5,00,000(Five Lakh Indian Rupees) through NEFT in our bank a/c |
| 13 | Letter of Intent (LoI) | The Successful Bidder would be issued a Letter of Intent ('LOI') by NAFED inviting to execute the agreement. |
| 14 | Acceptance of LoI | <p>The Successful Bidder shall, within 15 days from the Date of issuance of LOI and countersign and accept the Letter of Intent issued to it.</p> <p>The project shall not be awarded in case the Successful Bidder does not accept and submit the countersigned LoI within the period of 15 days in such cases INTEREST FREE EMD of INR5,00,000 (Five Lakh Indian Rupees)submitted by the successful bidder shall stand forfeited.</p> |

| S.No. | Key | Details |
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| | | <p>The Successful Bidder shall, within 15 days from the Date of issuance of LOI and countersign and accept the Letter of Intent issued to it.</p> <p>The project shall not be awarded in case the Successful Bidder does not accept and submit the countersigned LoI within the period of 15 days in such cases INTEREST FREE EMD of INR5,00,000 (Five Lakh Indian Rupees) submitted by the successful bidder shall stand forfeited.</p> |
| 15 | Pre-condition(s) to execute the agreement | <p>The Successful Bidder is required to deposit Rs 1,00,000 (Ten Lakh Rupees) as security deposit and Bank Guarantee equivalent to 6 months license fee plus GST towards Electricity and Water charges etc. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED.</p> <p>No interest will be paid on account of Security. Security deposit will be refunded after peaceful handing over possession of NAFED Seed Processing Plant.</p> |
| 16 | Important Dates | |
| | (a) Issuance of RFP | The RFP can be collected between 0930 hrs. to 1600 hrs. (IST) on all working days from 04/12/2023 to 21/12/2023. |
| | (b) Last date of issuance of RFP | 1100 hrs. (IST) on. 21/12/2023. |
| | (c) Last date for receipt of bids | 1500 hrs. (IST) on 21/12/2023. |
| | (d) Date and time of Technical Bids opening | 16:00 hrs. (IST) on 21/12/2023. |
| | (e) Date and time of Financial Bids opening | 17:00 hrs. (IST) on 22/12/2023 |

2 DEFINITION AND INTERPRETATION

2.1 DEFINITIONS

Unless the context otherwise requires, the following words and expressions shall have the meanings hereafter respectively assigned to them:

“Annual Leave & License Fees” shall mean that a Successful Bidder / Operator offers to NAFED as a consideration for being selected as the operator to undertake the operation, maintenance and management of the NAFED Seed Processing Plant and being vested with the rights and obligations under the agreement.

“Bid” shall mean the Bid, comprising of the Technical Bid and Financial Bid, submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.

“EMD” shall mean the form and manner stipulated in the RFP.

“Bidder” shall mean a Proprietor partnership firm registered under the Partnership Act or a company incorporated under the Companies Act, Cooperative societies.

“Due Date” shall mean the last date and time prescribed, as mentioned in the RFP, for submission of the Bid.

“Technical Bid” shall mean the criteria consisting of eligibility stipulated in the RFP, which is required to be met by the Bidder for the Bidder to become eligible for opening and evaluation of the bid.

“Financial Bid” shall have the meaning as set forth in the RFP document.

“Financial Year” shall mean year starting from 1st April to 31st March. In case Bidder's financial/accounting years are different from the above, the immediate past financial/accounting years of the Bidders as per their audited annual reports shall be applicable for the evaluation.

“NAFED” shall mean National Agricultural Cooperative Marketing Federation of India Ltd. and/or NAFED (NSBD) Indore.

“Letter of Intent” or **“LoI”** shall mean the letter to be issued by NAFED to the Successful Bidder conveying its intention of award of the Project in accordance with the terms of this RFP.

“Agreement” shall mean the agreement entered into between NAFED Seed Processing Plant / and the Successful Bidder.

“Operator” shall mean the entity designated as the operator under the agreement.

“Power of Attorney” shall mean the Power of Attorney to be furnished by the Bidder authorizing a person to sign the Bid and act for and on behalf of the Bidder.

“Project” shall mean the operation, maintenance and management of NAFED Seed Processing Plant (5 TPH on Wheat basis) INSTALLED IN storage godown of 1800 MT at address mentioned at above.

“Project Facilities” shall mean chambers/office and other facilities as detailed at **Back ground** of this RFP.

“Successful Bidder” shall mean the Bidder, selected pursuant to the Bid evaluation process as set forth in this RFP document.

“Project Period” shall mean the period of three year extendable for 2 years on annual basis calculated from the date of handing over of the project by NAFED to the Successful Bidder.

“Request For Proposal” or **“RFP”** shall mean the Bid documents comprising Sections I to III and any other addendums, as may be issued thereon from time to time.

“Taxes and Duties” shall mean all taxes (including property taxes), duties, fees, etc. payable by the Successful Bidder/Operator in accordance with the applicable laws in India in connection with the operation, maintenance, development and management of the Project. The levy of property tax beyond the existing property tax shall come under the purview of taxes & duties and is to be borne by the Successful Bidder.

2.2. INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- i) the singular of any defined term includes the plural and vice-versa and any word or expression defined in the singular has the corresponding meaning used in the plural and vice-versa;
- ii) A reference to any gender includes the other gender;
- iii) Unless otherwise stated, a reference to a Clause, Sub-clause, Paragraph, Sub-paragraph, Appendix, Exhibit, Attachment, Schedule, or Recital of this RFP;
- iv) A reference to any agreement is a reference to that agreement and all appendices, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- v) The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- vi) Any reference to a person shall include such person’s legal heirs and permitted assignees;
- vii) A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

- ix) A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified;
- x) The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP only and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Agreement/Land Lease Deed shall prevail over and supersede the provisions other documents;
- xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
- xiii) All capitalized words and expressions used in RFP document but not defined therein shall have the same meaning as ascribed to them in the Agreement.

3 SCOPE OF WORK, GENERAL INFORMATION AND INSTRUCTIONS

3.1 SCOPE OF WORK

- 3.1.1** The Successful Bidder shall be given with the possession of NAFED seed processing plant (5 TPH on Wheat basis) installed instorage godown of 1800 MT. on “as is where is” basis for carrying out seed processing & storage activities.
- 3.1.2** The Successful Bidder is totally responsible for technical and other required professionals for the purpose of NAFED seed processing plant.
- 3.1.3** The additional infrastructure created by the Successful Bidder with the prior approval of NAFED at its own costs & expenses during the agreement period in the NAFED seed processing plant, shall belong to NAFED, and on termination of the agreement and the Successful Bidder is not entitled for any claim over the structures created on expiry/termination of the agreement.
- 3.1.4** The Successful Bidder is responsible to abide by all the laws related to operation of NAFED Seed processing plant, man-power deployed, etc. pertaining to the agreement period.
- 3.1.5** The Successful Bidder is to abide by the agreement executed with NAFED as per brief Terms of Reference of Chapter 5 of this RFP documents.

3.2. INTRODUCTION TO BIDDERS/RFP

- 3.2.1** The RFP sets out the Bidding procedure. The prescribed formats for submission of Bids are annexed to this RFP.
- 3.2.2** Entities who wish to participate in the Bid are require to download the document from NAFED’s website or from office of NSBD Indore from 06/11/2023 to 28/11/23 by depositing a non-refundable fee through RTGS/NEFT of INR 5,000 (Five Thousand Indian Rupees) Plus GST in the bank a/c .

Any submitted bid without the said fee shall be summarily rejected.

3.2.3 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the formats prescribed in this RFP document.

3.2.4 Bidders can visit the NAFED seed processing plant at their own cost.

3.3 BIDDER'S ELIGIBILITY CRITERIA – TECHNICAL BID

3.3.1 General Eligibility

8. This invitation of Bid is open to all interested Bidders who may be a Cooperative Society, partnership firm registered under the Partnership Act or a company incorporated under the Companies Act.

9. Only such Bids that are submitted on payment of the requisite amount towards the cost of the RFP document as specified in this RFP will be considered for the bid evaluation process subject to their fulfillment of the other terms and conditions set forth in this RFP document.

10. Only such Bids that are submitted with the prescribed INTEREST FREE EMD of INR5,00,000 (Five Lakh Indian Rupees) through RTGS/ NEFT in the NAFED bank a/c details will be considered for the bid evaluation.

11. Only one bid should be submitted by an entity.

12. The Bidder must have in possession of Permanent Account No. (PAN) and Income-Tax Clearance Certificate for the Financial Year of 2022-23 up to March.23 by attaching the attested copies thereof in the Bid.

13. The Bidder must have obtained the Solvency Certificate issued by its banker and attached the original of the same along with the Bid.

14. A Bidder may be disqualified if, of any stage of the bidding process, it is determined by NAFED or comes to its knowledge that the Bidder has failed to continue to satisfy the Eligibility Criteria, Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by NAFED.

3.3.2 Financial Qualification

The Bidder should have Average Annual Turnover of INR ₹2,00,00,000 (Two Crore Indian Rupees) in the last 3 (three) financial years as per the audited accounts.

The Bidder should also submit Bank Accounts Statements duly certified by the concerned Banker for the last three years.

The Net Worth of the bidder should be in the positive. Net worth certificate duly certified by practicing-chartered accountant, Copy of audited P/L statements duly bearing the credentials of the audit firm, are to be furnished in support of this criterion. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing-chartered accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the management of the company.

3.3.3 Experience Qualification

The Bidder should have at least 3years' experience in running of Seed Processing Plants. Bidder need to provide documentary support for the same.

3.3.4 NON-COMPLIANCE WITH RFP

NAFED reserves the right to terminate a Bidder's participation in the bidding process at any time should NAFED consider that a Bidder has, without the prior consent, failed to comply with the procedures and protocols prescribed in the RFP.

3.4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, analysis, design, any discussions/negotiations, etc. NAFED shall not be responsible or liable for any such costs.

3.5 POWER OF ATTORNEY

The Bidder is required to submit a Power of Attorney, duly notarized and on a stamp paper of an appropriate value, issued and signed by the Bidder in favour of a specified person to act as the official representative of the Bidder for the purpose of signing the documents, making corrections/modifications and dealing with NAFED Seed Processing Plant and acting as the contact person.

3.6 VALIDITY OF BID

3.6.1 The Bids submitted shall remain valid for a period of 30 days from the due date.

3.6.2 NAFED may, if felt necessary, request the Bidders to extend the period of validity of the Bid for a specified additional period. The request for the extension shall be made in writing. Bidder will not be permitted to modify its Bid amount, but will be required to extend the validity of the Bid Security for the period of extension.

3.7 BID SECURITY TO BE SUBMITTED BY BIDDERS

3.7.1 The Bidder shall, along with the Bid, furnish a EMD of Rs 5,00,000 (Five Lakh Indian Rupees) through RTGS/NEFT in the bank a/c name

Name- NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LIMITED (NAFED)

Savings Account No: 10060654277,

Bank: IDFC FIRST BANK,

Branch: New Friends Colony Branch South Delhi,

IFSC Code: IDFB0020102

3.7.2 Any Bid not accompanied by EMD, in the manner stated above, shall be summarily rejected by NAFED.

3.7.3 The EMD shall be valid for 90 days from the Due Date or any extension in accordance with clause No.3.6.2.

3.7.4 The EMD of all unsuccessful Bidders, other than the (H2), will be returned promptly, but not later than sixty (60) days after the expiry of the Bid validity period or within 15 (fifteen) days of issue of LoI, whichever is later. The Bid Security of H2 will be returned within 15 (fifteen) days of signing of the agreement with the Preferred Bidder.

3.7.5 The Successful Bidder may adjust his EMD amount in the prescribed Security amount while executing the agreement with NAFED.

3.7.6 The EMD submitted by a Bidder shall become liable for forfeiture in the event of the following: -

- (a) If the Bidder withdraws his Bid during the period of Bid Validity.
- (b) Conditional bids would not be accepted.
- (c) If the Bidder, upon being issued the LoI, fails to accept the LoI on or after acceptance of the LoI, fails to execute the agreement with NAFED within the period of 15 days from the date of issuance of LoI and/or fails to deposit the Lease Rent equivalent to lease rent of **three months** as security. EMD already deposited by the successful bidder shall be adjusted against the security deposit.

3.8 MISCELLANEOUS INSTRUCTIONS

3.8.1 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP shall not be considered and liable for rejection.

3.8.2 The bid should be strictly in accordance with the prescribed formats.

3.8.3 All communication and information shall be provided in writing and in English language only.

3.8.4 All financial data shall be furnished in Indian Rupees only.

3.8.5 All communication and information provided should be legible and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between the amounts stated in figures and words, the amount stated in words will prevail.

3.8.6 No change in, or supplementary information to a Bid shall be accepted once submitted. However, NAFED or any authorized representatives reserves the right to seek additional information and/or certification from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by NAFED or of its authorized representatives, may be a ground for rejecting the Bid.

3.8.7 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by NAFED or any of its authorized representatives is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of NAFED or any of its authorized representatives if adequately satisfied.

3.10 CLARIFICATION & AMENDMENT OF RFP DOCUMENTS

3.10.1 Bidder requiring any clarification on the RFP document shall request NAFED office in writing or by e-mail or facsimile (any reference to either e-mail or facsimile shall be interpreted to include the other) at the address indicated in the RFP. NAFED will respond to any request for clarification, which is received at least 7 (Seven) working days before the Due Date to enable the Bidder to react.

3.10.2 The Bidders shall note that reliance upon information/clarification that is provided by another source shall be at the risk of the Bidders.

3.10.3 Any time prior to the Due Date, NAFED may amend the RFP document by issuing an addendum.

3.10.4 Any addendum thus issued shall be part of the RFP and shall be also be posted on the web-site of NAFED.

3.10.5 The Bidders shall promptly acknowledge receipt of such addendum in writing to NAFED. The failure to acknowledgement shall not be considered as non-receipt and dispute(s) in this regard shall not be entertained.

4 BID EVALUATION PROCESS

4.1 The Bidders are required to submit their Bids in two separate sealed envelopes consisting of (i) Technical Bid based on eligibility criteria & (ii) Financial Bid and all the two placed inside an Outer Envelope.

4.2 The Bidders are required to submit the Bid through this RFP only duly signed in each page, Technical Bid and Financial Bid.

4.3 In the first stage of bid evaluation, each Bid (that has fulfilled the other requirements for a responsive Bid submission such as submission of EMD, etc.) will be evaluated for assessing the Technical & Financial Bids.

4.4 Only such of the Bidders who qualify in the first stage of evaluation will be eligible for evaluation of their Technical Bid. Only such of the Bidders who qualify the Technical Bid consisting of the General Eligibility & Financial and Experience Qualifications as stipulated in this RFP documents are eligible for evaluation of their Financial Bid. Evaluation of the Financial Bids will be the final stage of evaluation and the selection of the Successful Bidder will be made on the basis of highest/maximum “Annual License Fee” offered by the Bidders.

4.5 Only such of the Bids qualifying as prescribed in this RFP shall be evaluated.

4.6 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully.

5 BRIEF TERMS OF REFERENCE

5.1 EXECUTION OF AGREEMENT

A detailed agreement of license shall be executed with the successful bidder (H-1) and the said agreement shall be a registered agreement.

5.2 LICENCE

The Successful Bidder after execution of the agreement shall become entitled for a license of the Project during the license period.

The License to be provided to the Successful Bidder is for permitted use of NAFED Seed Processing Plant & other facilities as detailed at 1.1. (Background) above and the earmarked portions. The Successful Bidder will manage, operate and maintain NAFED Seed Processing Plant and other facilities in conformity with the terms and conditions without detriment to the interest of NAFED.

5.3 LICENCE PERIOD

The License period to be granted to the Successful Bidder for permitted use of the project with the existing infrastructure is for a period of 3 (Three) years with increase of 10 % in monthly rent fee on and after expiry of each Eleven months from the date of handing over

and extendable for the period of five years annual basis on mutual agreed terms and conditions from the date of handing over the NAFED Seed Processing Plant.

5.4 PAYMENT OF LICENCE FEE

- (i) The successful bidder upon entering into license/lease agreement with NAFED, at the time of taking over the possession of the licensed premises is required to handover postdated cheques for entire 3 years license period qua the monthly license fee.**
- (ii) The Successful Bidder is required to deposit Rs 10,00,000 (Ten Lakh Rupees) as security deposit and Bank Guarantee equivalent to 6 months license fee plus GST towards Electricity and Water charges etc. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED.
- (iii) No interest will be paid on account of Security. Security deposit will be refunded after peaceful handing over possession of NAFED Seed Processing Plant.
- (iv) The Successful Bidder is liable to pay the monthly license fee to NAFED in advance on or before 7th of each English calendar month.
- (v) The applicable taxes on the agreed lease rent/license fee shall have to be borne by the Successful Bidder.
- (vi) Licensee has to provide TDS certificate on quarterly basis.
- (vii) In case of default in payment of any monthly licence fee, the Successful Bidder shall be liable to pay interest at the rate of 18% per annum for the delayed period (calculated on daily basis). However, in case the delay is beyond three months, the same shall be considered to be a default of the terms and conditions of the agreement in which case the agreement shall stand cancelled and the Successful Bidder shall vacate and hand over the possession peacefully of the seed processing plant with the infrastructures to NAFED. In such cases security Deposit stand forfeited. Non-vacating the seed processing plant and handing over its peaceful possession to NAFED on expiry of the agreement period and /or termination of the agreement for breach of any terms & conditions of the agreement, in such eventualities the licence fee will be double of the agreed monthly licence fee.
- (viii) The License Fee of the Successful Bidder is liable for enhancement to the extent of 10% of the Licence Fee annually, if extended.

5.5 UTILITY

The Successful Bidder is liable to pay all utility bills & charges such as electricity, water, etc. to the appropriate authorities directly and provide the original payment receipts to NAFED after every billing cycle. The Successful Bidder may retain photocopies for its record.

The Successful Bidder is liable to pay the security charges for the security agency engaged by NAFED. The Successful Bidder shall bear the utility cost of Generator Set, plant & machinery, its maintenance and other related consumables etc. The AMC should be entered into with reputed contractor.

The Successful Bidder shall bear expenses on account of repair/ maintenance of pump house, underground /overhead water tanks, etc. The annual maintenance contract for plant & machinery, Generator Set, etc. shall be managed by successful Bidder at his own cost and expenses.

5.6 APPLICABLE LOCAL RULES & REGULATIONS

The Successful Bidder is responsible to follow and comply with all the applicable laws in running of Seed Processing Plant, employees/contractor's employees and local Govt. authorities.

5.7 TAXES, DUTIES, ETC.

The Successful Bidder is, during the licence period, responsible to pay in timely manner all taxes, duties, levies, cess, etc. & charges that may be levied/claimed/demanded from time to time by any government authority or any local authority including any increase therein effected from time to time by the said authorities in respect of seed processing plant including the infrastructure.

5.7 INSURANCE

(a) The Successful Bidder is responsible for insurance of the stored stocks and damage if so occurred during storage period of the stocks. The Successful Bidder is liable to bear the expenses for the insurance of buildings, plant & machinery on handing over to the successful bidder.

(b) The successful bidder shall have a comprehensive insurance coverage of the godown of the NAFED Seed Processing Plant after entering into license/ lease agreement.

5.8 The Successful Bidder shall keep the employees deployed at NAFED Seed Processing Plant fully ensured at all times during the currency of the agreement. NAFED shall not be liable for any act of omissions and commissions.

5.9 SAFETY NORMS AND STANDARDS

The Successful Bidder shall have to follow all the safety norms including the protection from fire and provide fire extinguisher as per the law applicable and also safeguard the property of NAFED etc.

5.10 CHANGE IN LAW

The Successful Bidder is responsible to follow the local rules & regulations abide by the change in law, which may be modified by any Act or any Government or local authority.

The Successful Bidder is also responsible to indemnify NAFED against all losses and damages in respect of any penalty, liability and/or fine or prosecution in respect of running of Seed Processing Plant during and after the subsistence of the agreement period for the claim pertaining to the agreement period.

5.11 CREATION OF THIRD-PARTY INTEREST

The Successful Bidder shall not sublet the Seed Processing Plant in any manner during the currency of the agreement.

5.12 SECURITY DEPOSIT

The Successful Bidder shall have to furnish a Security Deposit equivalent to lease rent of three months as security. EMD plus GST already deposited by the successful bidder shall be adjusted against the security deposit. No interest will be paid on account of security deposit. The security deposit will be refunded after peaceful handing over possession of NAFED Seed Processing Plant and settlement of all statutory dues of government agencies and the dues of NAFED.

5.13 REVOCATION OF THE LICENCE

The licence given to the Successful Bidder is liable for termination on account of the following:

- (i) If the Successful Bidder commits default in making payment of the monthly licence fee to NAFED.
- (ii) The successful bidder violates any of the terms and conditions of the agreement.
- (iii) If the successful bidder violates or breaches any local laws, guidelines, regulations with regard to running of the Seed Processing Plant, licence shall be revoked.

5.14 PENALTY

The Successful Bidder is liable for levy of penalty in case of default in payment of licence fee plus GST timely to NAFED in which case, the levy of penalty by NAFED on the Successful Bidder may be at the rate of 18% per annum;

5.15 FORCE-MAJEURE

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 Successful Bidder shall not seek any specific performance of the agreement or claim any damages.

- (i) Force Majeure means any event or combination of events or circumstances beyond the control of the parties here to which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War

and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

(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 non-performance 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, Service Provider agrees and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension.

(v) The Service Provider agrees and understands that if the Force Majeure condition continues for a long period, then the Nafed in its judgment and discretion may terminate Agreement and in such case Service Provider agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement

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 the authorized signatory.

5.16 DAMAGES AND INDEMNIFICATION

The Successful Bidder is responsible for all damages, levies, duties, etc. imposed by Govt./local authority of Indore, relating to the use & occupation of the project, arising on account of non-vacation after expiry of the period of licence and / or termination of the agreement for violating any terms & conditions of the agreement.

The Successful Bidder is also responsible for any loss suffered by NAFED on account of the damages, levies, duties, etc. so imposed on NAFED, pertaining to the agreement period.

5.17 PEACEFUL TRANSFER

The period of licence shall be for 3(Three) years and extendable up to five years annual basis on mutual agreed terms and conditions from the date of handing over the seed processing plant by NAFED to the successful bidder.

Failure on the part of the Successful Bidder in handing over the vacant & peaceful possession of the project & infrastructure on the expiry of the license period, the Successful Bidder is liable to pay the double of the agreed monthly license fee to NAFED till handing over the vacant & peaceful possession of the project.

Successful Bidder is liable to make good any damage if so occurred to the Plant and Machinery and other infrastructure.

5.18 APPLICABLE LAWS JURISDICTION AND DISPUTE RESOLUTION

- (i) This agreement shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the law of Republic of India and only court at New Delhi High Court shall have the Jurisdiction in all the matter arising out of /touching and or concerning this agreement and parties to this agreement agree to irrevocable submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid courts is irrespective of place of occurrence of any causes of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective right and obligation of the parties shall be settled failing which the same shall be settles through arbitration, the arbitration proceeding shall be governed by the arbitration and cancellation Act 1996 (as amended up to date) or any statutory amendment /modification ,thereof for the time being in force .The seat and venue of the arbitration shall be at New Delhi, Indian and Language of arbitration shall be English.
- (iii) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.
- (iv) Integrity Pact All interested bidder will be required to sign and submit Integrity Pact along with their bid. It will be assumed that bidder(s) has gone through the Integrity Pact (Annexure-III of this tender documents) and have no objections whatsoever in signing the contract.
- (v) Holiday Listing NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender documents, NAFED's Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

6.1 NAFED'S RIGHT TO REJECT ANY OR ALL BIDS

NAFED and/or NAFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to selection of the Successful Bidder

without thereby incurring any liability to the affected Bidder or Bidders and/or any obligation to inform the affected Bidder or Bidders of the ground for its action.

6.2 ISSUE OF LoI AFTER EVALUATION OF THE BIDS

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the project would be conveyed by NAFED to the Successful Bidder. The Letter of Intent (LoI) would be communicated to the Successful Bidder by fax and confirmed by letter.

6.3 OBLIGATION OF THE SUCCESSFUL BIDDER

The Successful Bidder shall, within 15 days from the date of issuance of the LoI, counter-sign and accept the Letter of Intent issued to it. The licensee shall not be awarded in case the Successful Bidder does not accept & submit the countersigned LoI within the period of 15 days and the Bid Security deposited by the Successful Bidder shall stand forfeited.

The Successful Bidder is required to deposit the Leave & Licence Fees equivalent to Lease Rent of three months plus Service charges as security Deposit.

EMD already deposited by the successful bidder shall be adjusted against the Security deposit. No interest will be paid on account of Security. Security deposit will be refunded after peaceful handing over procession of NAFED Seed Processing Plant.

The Successful Bidder is required to execute the agreement as per Brief Terms of Reference by complying with the requirements/formalities..The Successful Bidder on executing the agreement is to carry out the business operation and other obligations strictly in accordance with the terms and conditions of the agreement executed. The Successful Bidder is not allowed to carry out any unlawful activities within the Complex.

On the expiry day of the license period, the Successful Bidder should hand over the vacant & peaceful possession of seed processing plant and infrastructures to NAFED (NSBD)Indore and settle the dues.

7 CORRUPT OR FRAUDULENT PRACTICES

7.1 It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the NAFED will reject the bid, at any stage, if it determines that the Bidder recommended for selection has engaged in corrupt or fraudulent practices during bidding process.

7.2 The terms ‘Corrupt practice’ and ‘Fraudulent practice’ for the purpose of this clause shall have the meaning as set forth below:

(i) ‘Corrupt practice’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding process or in the execution of any Agreement with NAFED or bringing any undue pressure.

(ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the Bidding process or in the execution of any agreement to the detriment of the NAFED and includes collusive practice among Bidders (prior to or after Bid submission) designed to deprive NAFED of the benefits of free and open competition.

8 DISCLAIMER

8.1 The RFP document is not an agreement and is not an offer or invitation by NAFED to any party other than the Bidders.

8.2 NAFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in the RFP. The information that NAFED is in a position to furnish is limited to this RFP and the information available at the contact addresses given in the RFP, along with any amendments/clarifications thereon.

8.3 The information contained in the RFP or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of NAFED or any of its employees, is provided to the Bidders on the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided. The purpose of the RFP is to provide the Bidder(s) with information to assist the formulation of their bids. The RFP does not purport to contain all the information each Bidder may require. The RFP may not be appropriate for all persons and it is not possible for NAFED/ its employees to consider the investment objectives, financial situation and particular needs of each eligible party who reads or uses the RFP.

8.4 Each Bidder should check the accuracy, reliability and completeness of the information in the RFP and wherever necessary obtain independent advice from appropriate source. NAFED & its employees make 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 RFP. Each Bidder should conduct its own studies and analysis and is advised to collect and obtain any other information that may be necessary for preparing the Bid at its own responsibility. The Bidder shall be deemed to have satisfied himself before submitting his Bid, as to the risks, contingencies and all other circumstances, which may influence or affect his Bid.

8.5 Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Authorize.

9 :General:

9-1 : The successful bidder will not construct erect any shed/ structure in the seed processing plant premises for grading packing purpose, without prior permission of the Licensor/NAFED. If any such structures are created without permission of NAFED it will be a breach of contract at the part of the bidder.

9-2 : If any such structure are necessary for running of the seed processing plant business, it can be created with prior approval of NAFED. In case any permission/NOC are required for such shed it should be obtained from the local authority and any taxes, levies applicable on such structure shall be paid by the Bidder periodically.

9-3 :Original receipts for payment made to such authority against the shed/ structure shall be produced to NAFED immediately. Failure to produce payment receipt shall be default of the terms at the end of bidder.

9-4 : The successful bidder shall permit and co-operate to the authorized representative or agent of the NAFED to enter the said premises to view and inspect property and its conditions.

9-5 : The successful bidder shall look after cleanliness of entire area occupied and carry out all necessary maintenance of the premises.

9-6 : The successful bidder will not occupy any area of the licensor in any manner which may create disturbance in running of the Bond warehouse Business of the Licensor. If the area is used and occupied by the successful bidder, shall be liable to pay damages as determined by the Licensor or its authorized representative.

9.7 : The successful bidder shall produce No Objection Certificate / Verification Certificate of tenancy from the concerned police station under which jurisdiction, Indore(B).

10. Termination of Agreement

- (i) In case of vacation of Seed Processing Plant by the lessee before the expiry of Licence period, the lessee shall give three month notice in advance otherwise the amount equivalent to three months rent shall be recoverable / deductible from the security deposit / Bank Guarantee made by the party.
- (ii) In case lessor desires to terminate this agreement the same can be terminated by giving three months notice in writing to the lessee.

11. TERMS & CONDITIONS OF RFP FOR LETTING OUT FOR NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT

1: The offer shall be submitted along with Earnest Money Deposit (EMD) (+ GST 18%) i.e. Rs. 5, 00,000/- (refundable without any interest).

2: The earnest money deposit will be refunded to the unsuccessful Bidders within 3month of finalization of the bid. NAFED will not pay any interest on the EMD.

3: Participant must have PAN / TAN of Firm / TIN of Firm / Co. Registration No: / Partnership Registration with Identity Proof / PF and ESI No: to be submitted along with offer.

4: Sealed RFP documents completed in all respect along with demand draft/NEFT/RGTS for required amount of EMD plus GST in favor of NAFED payable at Indore should be submitted/dropped in the tender box kept at place to be specified by branch/unit up to 28/11/2023 till 15:00 Hrs. at NAFED, Ho, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi which shall be opened in the presence of bidders/authorized representatives on 29/11/2023 at 11:00 P.M and form submitted incomplete in any respect without fee (for downloaded) and EMD shall be summarily rejected. NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof.

5: The validity of offer shall be for a period of 90 days commencing from the last date of submission of the offer.

6: Participant if desire, may be present at the time of opening of offer.

7: If successful party fails to accept and comply terms and condition, within a week's time on receipt of letter of intent from the NAFED, the EMD shall be forfeited, without any further notice.

8: Prior to submission of offer, query if any, can be clarified from Head (NSBD) Indore.

9: Bids complete in all respect along with supporting documents and requisite feeplus GST (in case where the documents is downloaded), Earnest money plus GST deposit must be submitted in the prescribed application form (enclosed herewith). The sealed envelope must be super scribed 'OFFER FOR HIRING OF NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MTAT SIYA DEWAS (M.P.) ON LEAVE AND LICENCE BASIS".

10: Bids received after due date and time will be rejected.

11: No eraser, cuttings, overwriting and correcting fluid in the Bids will be accepted.

12: Bids submitted incomplete in any respect, without feeplus GST (downloaded from website) and EMD plus GST shall be summarily rejected.

12(a) - Further, NAFED reserves the right to accept or reject any or all Bids without assigning any reason thereof.

13: The monthly rent fee quoted should be exclusive of all taxes, levies etc. GST if applicable should be charged extra.

14: The Successful bidder to obtain the NOC from Fire & Safety Deptt. and maintain all safety measures as per Industrial Act.

15: The address given by the party in the documents shall be considered to be the proper and complete business address of the party and any correspondence sent to such address will deemed to have been delivered to the party.

16: The terms and conditions of the document will form part of the agreement to be executed between NAFED and Successful bidder.

17: Each page of this document must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the document.

18: In case the Party fails to fulfill its contractual obligation in any way, NAFED will forfeit the entire earnest money deposit.

GENERAL TERMS AND CONDITIONS

19: NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT shall be let out on "AS IS WHERE IS BASIS" period of 3 years with increase 10% in yearly license fee on and after expiry of

eleven month from the date of handing over and extendable for the period of further 2 years annual basis on mutually agreed terms and condition from the date of handing over seed processing plant.

19a: That the Licensor hereby offers to grant Leave and License to the Licensee for the use and occupation of the said established area of the NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT for seed processing & storage purposes for the period of 3 years. Further extended for a period of 2 years on mutually agreed terms annual basis.

20: The Successful bidder shall pay Rent fee @ Rs. _____/- per month payable in advance on or before 7th of each calendar month. GST or any other tax so imposed from time to time as applicable will be charged on monthly rent fee, which will be borne by the Successful bidder and to be paid along with monthly Rent fee subject to deduction of applicable TDS.

21: It will be the responsibility of the Successful bidder to obtain requisite license for use of Seed Processing Plant from the Local Authority which is applicable.

22: The Successful bidder is required to deposit the agreed rent fee of 3 months plus GST on pro-rata basis as interest free refundable security deposit for the licensed establishment of NAFED Seed Processing Plant at Siya Dewas (M.P.) which shall be refunded to the Licensee by the Licensor on expiry / termination of the agreement and along with final settlement after adjusting the dues of the Successful bidder to the Licensor.

23: The license period is granted to the Successful bidder for a period of 3 years with the existing infrastructure for use and occupation of NAFED Seed Processing Plant at Siya Dewas (M.P.). The monthly rent will be revised every 11 month thereafter and increase by minimum 10 %.plus GST The licensor alone will decide extension of the period of the Successful bidder. For maximum period of 2 years on the written terms and condition to be mutually agreed for the subsequent lease period rate shall be applicable with minimum 10% increase being normal inflation or rate mutually agreed upon, whichever is higher. In the event of delay in payment of Successful bidder fee, the Successful bidder shall be liable to pay interest @ 18% per annum for the delayed period.

24: Necessary repair work in the NAFED Seed Processing Plant at Siya Dewas (M.P.) shall be carried out by the party at its / their cost. Licensor shall not bear any expenses on account of repair.

25: The Successful bidder shall not use NAFED Seed Processing Plant at Siya Dewas (M.P.) for any purpose other than for which the Seed Processing Plant has been taken and a declaration for the purpose shall be made at the time of agreement.

26: That the Successful bidder shall not use the name of the Licensor in any of its own products/brand and products/brands of other parties stored in the licensed portion / premises of the licensor and also not using the name of the licensor in promotional activities relating to its own products/brands and products/brands of other parties.

27: That the Successful bidder shall not sub-let, assign or part with possession of the demise premises partly or wholly to any person, firm or company nor will induct any company, firm, etc. in the business and if commits such acts, the Licensor shall be liberty to terminate the agreement forthwith.

28: The Successful bidder shall also not use the demise premises for any other purpose except for the seed processing & storage, packing, repacking, loading & unloading purpose and that too by the Successful bidder himself and not by any other person or firm or company.

29: That the Successful bidder shall make its own arrangement of manpower for operation such as skilled, unskilled, watch & ward, labour contractor, etc. and shall be liable for payment of all the charges including salary, ESI and EPF charges levied or payable to any authority. The Successful bidder shall get the man power duly insured for all mishap, accidents and the man-power at his own cost. In case any accident or mishap occurs during the course of this agreement, the Successful bidder shall be exclusively held liable for the same and in no way the Licensor shall be held liable in this regard. In case any amount is recovered or any penalty is imposed on the Licensor, the Successful bidder shall fully indemnify the Licensor.

30: That the employees / workmen /contractors engaged/ appointed by the Successful bidder will not be treated as the employees of the Licensor and shall have no claim in the services of the Licensor.

31: That in case of requirement of Additional electricity, water and various charges against its consumption as per the terms & conditions immediately on receipt of the bills every month to the Licensor.

32: That in case of requirement of additional electricity /water connection, it shall be the responsibility of the Successful bidder to make the arrangement at its own expenses and the Successful bidder shall continue to bear the recurring expenses thereof. If any authorization for obtaining additional electricity /water connection is required from the licensor, the same be provided to the Successful bidder.

33: That the Successful bidder shall make its own arrangement for insurance, fumigation etc. of the goods stored in the licensed portion and also for employees employed by them and bear all expenses on this count. However, insurance of the present existing buildings in the licensed premises shall be arranged by the Licensor.

34: That the Successful bidder shall not carry out any structural changes, additions or alternations in the licensed portion and shall not remove any part of fixtures and fittings belonging to the Licensor without the written consent of the Licensor. The expenses involved in carrying out the modification / alternation shall be borne by the Successful bidder.

35: That the Successful bidder shall keep the licensed portion in neat, clean and hygienic condition and shall also maintain and abide by the environmental laws prescribed by then local authorities.

36: That the Successful bidder shall make its own arrangement at its cost for watch and ward & Security and shall follow the required bye-laws/rules and regulations as applicable and imposed by the local authorities.

37: That the NAFED Seed Processing Plant is given on “AS IS WHERE IS& WHAT IS BASIS” therefore Successful bidder shall be responsible for bear the necessary repairs /maintenance expenses of the building of the licensed portion, machineries and Licensor shall not be responsible to share any portion of such repairs expenses.

38: That the Successful bidder shall not be entitled to occupy or use any place other than the place for which license is granted and shall not create anynuisance in the Complex/Complexes of the Licensor. All activities of the Successful bidder shall remain confined to the licensed portion only. In case, the Successful bidder use the other area of the complex belonging to the Licensor, the same amounts to breach of agreement and the agreement as such shall stand terminated forthwith.

39: That the Licensor shall not be responsible for any loss injury sustained by the workman and / or employed by the Successful bidder for the purpose upon the said premises under any labour litigation.

40: That the Successful bidder will be solely and wholly responsible for damage/pilferage/loss of the goods stored in the license’s premises.

41: That the Successful bidder shall not be entitled to claim any rebate in the license fee plus GST if the licensed portion is not operated or kept closed due to any reason(s), such as Govt. ban, riots, strike, etc. on any other force majeure event not defined.

42: That the Licensor shall not be responsible for any taxes, levy, duty, etc. payable by the Successful bidder except property tax which is payable by the Licensor.

43: That the Successful bidder shall be solely and wholly be responsible to comply with all Laws related to storage of goods, employees/workmen/contractors engaged by the Successful bidder.

44: That the Successful bidder shall be responsible to indemnify the Licensor for the theft / pilferage / loss / damage of the assets of the Licensor.

45: That the Successful bidder undertakes the entire responsibility that no unlawful activities are carried out in the licensed portion and other areas of the complex of the Licensor.

46: That the Successful bidder shall not store hazardous, inflammable goods in the NAFED Seed Processing Plant or any articles, which are forbidden under the law for storing in the Godowns and Successful bidder shall only be liable to any Civil or Criminal consequences arising from goods stored in the Godown and NAFED shall not be responsible or liable for any similar consequences.

47: That the Successful bidder shall not claim or entitled to tenancy or any other right in the licensed portion as well any other portion /part of the complex.

48: That the Successful bidder will not create any change on the premises / land or any portion thereof in any manner as the property belongs to the Licensor nor the Successful bidder shall carry out any construction in the demise portion or in the portion of the land or

the covered area, which is not part of this license deed. The Successful bidder shall also not use the portion of the land or the covered area belonging to the licensor and in the event of the Successful bidder commits breach the same would be violation of the terms of this deed.

49: That the Successful bidder shall not create any change or mortgage the property of the licensor nor the Successful bidder shall enter into any partnership or business for the purpose of using the demises premises. In the event of violation of this clause, the same would amount to breach of agreement and accordingly this agreement shall stand terminated forthwith.

50: That the Successful bidder shall not keep or store any explosive substance or inflammable articles or hazardous substance in the Seed Processing Plant and shall not do or affect any illegal or immoral acts or things in the demise premises which may be in contravention of Bye-laws of the Municipal Authorities, Central or Local Authorities. In case any fine or penalty is imposed on account of misuse of the Warehouses or any part of the open land by the Successful bidder or his servants or due to the act of Successful bidder then such fine or penalty or any such amount as may be imposed by any Authority Local or Central shall be payable by the Successful bidder alone and the Successful bidder shall always keep Licensor indemnified of any such fine or penalty and / or criminal prosecution.

51: That the Successful bidder shall abide by the environmental conditions and maintain it and shall not use any article or use the premises which may cause pollution and also obtain NOC from Pollution Control Board at its own cost.

52: That the Successful bidder shall not use any sign board.

53: In case either party desires to terminate this agreement the same can be terminated by giving three month's notice in writing by either side.

54: The address for the purpose of giving any notice or for doing any correspondence shall be the same as mentioned hereinabove in this agreement and in the event of any change in the address the parties concerned shall inform the same to the other party in writing otherwise the notice or any correspondence/communication sent by either party to the other party at the last available address, the same shall be deemed to be treated as final and proper communication.

55: In case of Corporate Body / Ltd. /Pvt. Ltd. Company / authorized signatory, a resolution of the Board / authority letter in favour of person duly authorized to sign / execute agreement is required to be submitted.

56: That the Successful bidder shall bear the expenses of stamp duty and registration expenses.

57: That the Successful bidder shall be responsible for operation and also for maintenance of NAFED Seed Processing Plant and the building at its own cost only for any reason arising due to any act of the license.

58: That the authorized representative of the licensor shall have the right to inspect the premises and plant & machinery during the working hours after giving prior notice.

59: That the Licensor shall have the first lien including disposal of the goods / machinery, etc. of the Successful bidder in connection with recovery of the dues of the Licensor from the Successful bidder.

60: In case of termination that the Successful bidder shall remove all the left over stock from the storagegodown immediately on the same day but in any case not later than 48 hours, failing which the licensor will dispose of such stock in the best possible manner and inform the Successful bidder. The Licensor shall claim expenses from the Successful bidder for disposal / removal of such stock.

61: That the Successful bidder shall vacate and handover the premises to the Licensor in the same condition except normal wear and tear in which the same was handed over to the Successful bidder on expiry / cancellation / termination of this agreement failing which the Successful bidder shall be liable to pay penalty at five times of the existing Successful bidder fee besides the agreed License Fee and shall continue to pay the same till the vacant and peaceful possession of the premises / is handed over to the licensor.

62: That in the event of breach of any terms and conditions of this agreement, the licensor shall have the right to revoke/terminate the Successful bidder by giving theSuccessful bidder one month's notice in which case, the Successful bidder shall have to vacate and handover the peaceful vacant possession of the demise premises failing which the Successful bidder shall be liable to pay penalty at five times of the existing license fee and shall continue to pay the same till the premises are vacated.

63: That the Licensor may utilize the Seed Processing Plant facility for processing and storage of own seed.

(Authorized Signatory)
(Name & complete address of the
Bidder along with seal)

ANNEXURE – I

SEED PROCESSING PLANT MACHINERY & OTHER INFRASTRUCTURE

| Item No. | Description of items | Make/ Model | Quantity (No.) |
|-----------------|--|---|-----------------------|
| 1 | Dump Hopper | Kirpa / DH-10 | 1 |
| | Capacity: 2 cum | | |
| 2 | Vertical Bucket Elevator to Feed Pre-Cleaner With Y-section | Kirpa | 1 |
| | Capacity: 7.5 TPH | | |
| 3 | Surge Bin for pre- cleaner | Kirpa | 1 |
| | Capacity: More than 0.3 MT | | |
| 4 | Seed pre-cleaner (with 2 set of screens) | Kirpa/ KPC-722 | 1 |
| | Capacity: 7 TPH | | |
| 5 | V.B. Elevator (To Feed Grader) | Kirpa | 1 |
| | Capacity: 7.5 TPH | | |
| 6 | Surge Bin for Seed Grader | Kirpa | 1 |
| | Capacity: More than 0.3 MT | | |
| 7 | Air Screen Seed Grader as per tendered specification, Top Screen- Rubber balls, Middle & Bottom – Nylon Brush with Indented Cylinder Grader (with 2 sets of screens) | Kirpa/ KUC923 | 1 |
| | Capacity: 5 TPH | | |
| 8 | V.B. Elevator (To Feed Sp. Gravity Separator or Spiral Separator) - with two-way valve) | Kirpa | 1 |
| | Capacity: 7.5 TPH | | |
| 9 | Surge Bin for Specific Gravity Separator | Kirpa | 1 |
| | Capacity: More than 0.3 MT | | |
| 10 | Specific gravity separator with three number of decks. | Kirpa/ KSG-627 | 1 |
| | Capacity: 5 TPH | | |
| 11 | V.B. Elevator (For recirculation of middling to specific. Gravity separator) | Kirpa | 1 |
| | Capacity- 2TPH | | |
| 12 | V.B. Elevator (To feed bagging bin and destoner from Specific Gravity Separator) with two way valve | Kirpa | 1 |
| | Capacity: 5 TPH | | |
| 13 | Spiral Separator with Surge Bin (12 Segment) | Kirpa/ KSS-3 | 1 |
| | Capacity: 4 TPH | | |
| 14 | V. B. Elevator (To Feed Destoner or Specific Gravity Separator from Spiral Separator- with two-way valve) | Kirpa | 1 |
| | Capacity: 5 TPH | | |
| 15 | Surge Bin for Destoner | Kirpa | 1 |
| | Capacity: More than 0.3 MT | | |
| 16 | Destoner, Negative Pressure type. | Kirpa / KB-42-N | 1 |
| | Capacity: 4TPH | | |
| 17 | V B Elevator (To feed both bins -with two-way valve) | Kirpa | 1 |
| | Cap.: 5TPH | | |
| 18 | Bagging Bin | Kirpa/KSB-5 | 2 |
| | Capacity: 5 Ton | | |
| 19 | Air Compressor | ANEST Iwata/FSCURTIS TLS-50C-9-28E/HTA-50 | 1 |
| | Capacity: 250 Lit. | | |

| | | | |
|----|--|--|----|
| 20 | Moisture Meter | 4% to 40% or 8% to 32% as per (Dickey John) Availability | 2 |
| 21 | Weighing Scale (Electronic) | | 2 |
| | 0-100 Kg, | GEMINI/PWST | |
| | 0-10 Kg, | GEMINI/PWSP | |
| 22 | Heavy-Duty Hand-held Bag Closing Machine | REVO | 3 |
| | Capacity- 300-350 bags per hour | | |
| 23 | Power Sprayer | Kirpa | 1 |
| | Capacity: 22 LPM | | |
| 24 | Common Raised Platform structure complete, height 1.52 meter from floor level | Kirpa | 1 |
| 25 | Reject Collection System (V B Elevator -2TPH, Belt Conveyor -2TPH, Bagging Bin -5MT) | Kirpa/ KRCS-5CEB | 1 |
| 26 | Centralized Dust Aspiration System, one job | Kirpa/DA-10 | 1 |
| 27 | Manual Cart | | 2 |
| | Four Wheel Type | Kirpa/MC-4 | |
| | Two Wheel Type | Kirpa/MC-2 | |
| 28 | Portable V B Elevator | Kirpa/VBE-5 | 1 |
| | Capacity: 5 TPH | | |
| 29 | Seed Treater (Universal Type) with Liquid. slurry and Powder attachment. | Kirpa/ KST-5WD | 1 |
| | Capacity: 4-5 TPH | | |
| 30 | Electric Control Panel complete one job | Kirpa | 1 |
| 31 | Automatic Flow Seed Sampler | Kirpa/ KASS-11 | 1 |
| 32 | Additional screen sets for Pre-Cleaner | Kirpa | 10 |
| 33 | Additional screen sets for Air Screen Seed Grader. | Kirpa | 10 |

ANNEXURE – II

RFP FORM FOR LETTING OUT NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis)
INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT

(TO BE SUBMITTED ON LETTER HEAD)

Date: _____

From : _____

To,
Managing Director,
NAFED, HO,
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014
E-mail id: seedsection@nafed-india.com, 011-26341153

SUB: RFP FOR LETTING OUT NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis)
INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT.

Dear Sir,

Please refer to your advertisement published in ----- newspaper edition dated; --/--/----
&Tender ID----- uploaded on NAFED Website inviting RFPs for letting out your NAFED SEED
PROCESSING PLANT (5 TPH on Wheat Basis)on leave and license basis. We are pleased to quote our
rates as under:-

| S.No | Particulars | Information |
|------|--|-------------|
| 1 | Brief profile of the establishment | |
| 2 | Registered and correspondence address | |
| 3 | Type of Company (Pvt. Ltd., Public Ltd.,Partnership Firm). Attach documentary proof. | |
| 4 | Name of Chief Executive | |
| 5 | PAN No. (Attach Copy) | |
| 6 | TIN No/ TAN NO. | |
| 7 | PF & ESI No. | |
| 8 | GST No. | |
| 9 | Purpose of hiring of Seed Processing Plant & Godown | |
| 10 | Name& Designation with attested specimen signature of the authorized signatory | |
| 11 | Contact person with Designation, Mobile and Landline Number, email id & website | |
| 12 | Details of payment of Bid form fee | |

| | | |
|----|---|--|
| 13 | Details of payment of Earnest Money Deposit | |
| 14 | Any other relevant information, if any | |
| 15 | Monthly Rent fee offered exclusive of taxes | |
| 16 | GST and other applicable tax | |

The following details also required:

- Banker's certificate(with regard to credibility)/ Bank Solvency Certificate.
- Balance sheet for last 3 years
- Bank balance statement for last 6 months
- Performance certificate from at least one seed processing plant from whom the party has hired the space on rent.
- **Declaration confirming filing of Income Tax Return for immediate three preceding years as per ANNEXURE – III**
- **Original certificate of Net worth and 3-year turnover and Average turnover issued by CA**

We have gone through the terms and conditions of the RFP document and we hereby accept the same.

We are enclosing herewith Rs. _____ towards earnest money plus GST deposit vide RTGS. _____ dated _____ drawn on _____ in favour of NAFED payable at Indore along with signed copy terms and conditions.

Thanking you,

Yours faithfully,

(Authorized Signatory)
(Name & complete address of the
Bidder alongwith seal)

ANNEXURE – III

(ON YOUR COMPANY'S LETTER HEAD)

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

To,
M/s National Agricultural Marketing Fed of India ltd
India.

Dear Sir/Madam,

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

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

| Financial Year for which Income Tax Return was due as per Section 139(1) | Filed / Not filed | Date of Filing | ITR Acknowledgement No. | TDS/TCS is Rs. 50000/- or more (Yes/No) |
|--|-------------------|----------------|-------------------------------|---|
| | | | | |
| | | | | |
| | | | | |

I/We hereby undertake to indemnify M/s National Agricultural Marketing Federation of India ltd 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 Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____

(on INR 500/- stamp paper)

INTEGRITY PACT

(on the non judicial stamp paper of Rs...../- or on the letterhead of the company / firm)

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, hereinafter referred to as “NAFED”,

and

_____, a limited/Private/Partnership/Proprietorship/Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at _____ through its (Designation), (Name) , resident of _____ duly authorized (hereinafter referred to as “SELLER ”) 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.

Preamble

NAFED is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India. NAFED has been designated as State Trading Enterprise (STE) vide Foreign trade policy (FTP) 2015-20.

NAFED invited for letting out the **NAFED SEED PROCESSING PLANT (5 TPH on Wheat Basis) INSTALLED IN STORAGE GODOWN CAPACITY OF 1800 MT situated at Siya Dewas (M.P.)** on “As is where is basis” and intends to award contract/s of the same under laid down organizational procedures, NAFED 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 bidders/contractors.

In order to achieve these goals, NAFED has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of NAFED

1. NAFED commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

NAFED will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

NAFED will exclude from the process all known prejudiced persons.

2. If NAFED obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, NAFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of NAFED's employees involved in the tender process or in 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.

a. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

b. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

d. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, NAFED shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

If NAFED disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to NAFED before signing of the contract, if awarded in its favour. NAFED will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. NAFED will disqualify from the tender process any bidder/contractor who does not sign this Pact with NAFED or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If NAFED obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if NAFED has substantive suspicion in this regard, NAFED will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

NAFED has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality.

NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, NAFED within 8 to 10 weeks from the date of reference or intimation to him by NAFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD NAFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD 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 Commission.

The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.'

If any claim is made/lodged during this time by either party, 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 MD, NAFED.

Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of NAFED)

(Office Seal)

(For & on behalf of the Supplier)

(Office Seal)

FORMAT OF COVERING LETTER FOR SUBMITTING THE TECHNICAL BID

Date:

To,
Managing Director,
NAFED, HO,
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014
E-mail id: seedsection@nafed-india.com, 011-26341153

Sub: Submission of Bid for operation, maintenance and management of NAFED seed processing plant (STPH on wheat basis) installed in storage godown capacity of 1800 MT on leave & license basis– reg.

Dear Sir,

1. We are submitting this Bid (Proposal) on our own.
2. Having examined the RFP documents, we, the undersigned, offer to operate, maintenance and management of the subject Project on Lease rent basis in conformity with the RFP conditions.
3. We undertake, if our Bid is accepted, commence operations and manage as per the RFP.
4. We agree to abide this Bid for a period of _____ days from the Due Date _____ fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. In the event of our Bid being accepted, we agree to enter into an agreement with you as per Brief Terms of Reference given in this RFP.
6. We agree, if our Bid is accepted, to deposit the agreed License Fee equivalent to lease rent of three months as security plus applicable GST and also Bank Guarantee equivalent to 6 months licensee fee plus GST and bank guarantee of ----- towards Electricity and Water charges etc. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED.
7. We agree for the forfeiture of Bid Security in case we do not accept and submit the counter-signed Letter of Intent within 15 days from the date of issuance of LoI from your end.
8. We understand that NAFED is not bound to accept any or all Bids it may receive.
9. We agree to abide by the terms and conditions of the agreement to be entered into in case of accepting of our bid.
10. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection.

11. We do, also, certify that all the statements made and/or any information provided in our proposal is true and correct and complete in all respects.

12. We declare that in the event that NAFED discovers anything contrary to our above declarations, it is empowered to forthwith disqualify our Bid and us.

13. We are enclosing the following:-

a) Proof for purchase of this RFP documents by depositing INR ----- plus GST (Indian Rupees -----) (Original to be enclosed)

b) Bid Security of INR ----- (Indian Rupees -----) by NEFT/ RTGS, UTR No.----- Dated-----.

c) Attested true copy of registration certificate under the Partnership Act in case of partnership firm /Attested true copy of Certificate of Incorporation under the Companies Act in case of a company or registration of cooperative societies

d) Attested copy of Permanent Account No. (PAN) of the firm

e) Attested copy of Income-Tax Clearance Certificate for the Financial Year **2022-23** upto 31 March 2023.

f) Solvency Certificate issued by _____ bank dated _____ in original

g) Power of Attorney / Authority letter in original issued by the firm/company in case of bid submitted through Power of Attorney

h) Annual Turnover of the firm/company/cooperative societies of the last three years duly certified by the practicing Chartered Accountant along with copy of audited accounts.

i) Net – Worth certificate duly certified by practicing Chartered – Accountant.

j) Experience Profile

k) Police verification Certificate of the Director/proprietor

Dated this _____ day of _____ 2023.

(Signature)

(Name of the person)

(in the capacity of)

Company seal

(Name of firm)

FORMAT OF COVERING LETTER FOR SUBMITTING THE FINANCIAL BID

Date:

To,
Managing Director,
NAFED, HO,
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014
E-mail id: seedsection@nafed-india.com, Ph:011-26341153

Sub: Submission of Bid for operation, maintenance and management of NAFED seed processing plant (STPH on wheat basis) installed in storage godown capacity of 1800 MT on leave & license basis– reg.

Dear Sir,

This is in continuation to our bid submitted vide letter No. _____ dated _____.

Our Bid amount towards annual licence fee is Rs. _____ (Rupees _____) at the monthly licence fee of Rs. _____ (Rupees _____).

The licence fee offered is exclusive of applicable GST, which will be paid by us, extra.

We also agree for enhancement in the Licence Fee as stipulated in this RFP Documents.

Dated this _____ day of _____ 2023.

(Signature)

(Name of the person)

(In the capacity of)

Company seal

(Name of firm)