



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

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Ring Road, Ashram Chowk, New Delhi-110 014

Website: www.nafed-india.com

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Invitation for

REQUEST FOR PROPOSAL ("RFP")

FOR

**"SELECTION OF BIDDER FOR LETTING OUT WAREHOUSE
HAVING COMBINED CAPACITY OF 10,000 MT ON LEASE &
LICENSE BASIS, SITUATED AT AGRO FOOD PARK
INDUSTRIAL AREA, SRIGANGANAGAR, RAJASTHAN"**

RFP No.:- HO/IU/SRI GANGANAGAR-RFP/01/2025-26

Dated - 05/05/2025

NOTICE OF DISCLAIMER

1. The information contained in this RFP or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as "NAFED Representative") is provided on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. No part of this RFP and no part of any subsequent correspondence by NAFED, or NAFED Representatives, shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if definitive agreements were approved and executed by the appropriate parties having the authority to enter and approve such agreements.
3. The RFP document has been prepared solely to assist prospective applicants in making their decision for applicants. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider before submitting an RFP. The data and any other information wherever provided in this RFP documents 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 an applicant(s), 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 documents.
4. 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 applicant(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the RFP process. Applicants must undertake their own studies and provide their proposals. 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 in relation to which it is being issued.
5. 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 RFP. 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.
6. The RFP document has not been filed or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

7. 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.
8. All Applicants are responsible for all costs incurred by them, 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 Applicants will have no claim whatsoever against either NAFED or its employees or officers.
9. NAFED reserves the right to rescind, modify, suspend, change or supplement this RFP at any stage. Any change to this RFP documents shall be uploaded on NAFED website <http://NAFED-india.com>.
10. Mere submission of RFP does not ensure selection of the Applicant as Successful Applicant.

END OF SECTION

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DEFINITIONS

The following terms are defined for use in this RFP:

"Annual License Fees"	: shall mean consideration by the Selected Bidder for letting out Warehouse having Combined Capacity of 10,000 MT and being vested with the rights and obligations under the agreement.
"Bid"	: shall mean Technical Bid and Financial Bids submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof;
"EMD"	: shall mean the form and manner stipulated in the RFP.
"Bid Deadline" or "Due Date"	: shall mean the last date and time for submission of Physical Bid in response to this RFP, specified in Bid Overview;
"Bidder"	: shall mean a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Cooperative Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008; Consortium or Joint Venture is not allowed.
RFP	: shall mean Request for Proposal document along with all schedules, formats, annexure and RFP Documents attached;
"NAFED"	: shall mean National Agricultural Cooperative Marketing Federation of India Ltd.
"Letter of Award" or "LoA"	: shall mean the letter to be issued by the NAFED to the Bidder, who has been identified as the Selected Bidder, for award of the concession to such Bidder.
"Agreement"	: shall mean the Agreement entered between NAFED and the Selected Bidder.
"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.
"Licensed Premises"	: Shall refer to the 2.47-acres land parcel comprises two godowns (5,000 MT each) situated at C-370, Agro Food Park Industrial Area, Sriganganagar, Rajasthan – 335002.
"Selected Bidder"	: shall mean the Bidder, selected pursuant to the Bid evaluation process as set forth in this RFP document.
"License Period"	: shall mean the period of nine (09) years being proposed for the use & occupation of Licensed Premises.
"Net Worth"	: shall mean (Subscribed and Paid-up Equity Capital (not to include any Share Application Money/Preference Share Capital) including Equity/Security Premium+ General Reserves Less (Revaluation Reserves +Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets).
"Warehouse" or "Warehouses"	: shall mean two (2) constructed godowns having capacity of 5,000 MT each.

"Statutory Auditor"	: shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law;
"Stipulated Date"	shall mean to the clearly defined and agreed-upon date by which specific actions or milestones must be completed, as set out in the RFP document.
"RFP"	: shall mean Request for Proposal document along with all schedules, formats, annexure and RFP documents attached;
"Taxes and Duties":	shall mean all taxes (including property taxes), duties, fees, etc. payable by the Successful Bidder in accordance with the applicable laws in India in connection with the Leasing out 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.

INSTRUCTIONS FOR BID SUBMISSION

1. The complete RFP document can be viewed from website www.nafed-india.com/tenders. The RFP can be viewed and downloaded only from the website www.nafed-india.com/tenders. The intended bidders should submit their proposal with requisite document in physical mode at the time of submission of their proposal.
2. **Submission of Bids:** All bidders must submit bids through offline mode only as per the following details and no bids in digital format will be entertained.
 - a. This document has been floated on the portal: <https://www.nafed-india.com/tenders>
 - b. If any bidder wishes to participate in NAFED bid, the detail for submission is given below:

Offline Submission: Address– **Shri. Anurag Tiwari, General Manager (Estates)**
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi – 110014
3. The bidder is required to submit a signed copy of the Request for Proposal (RFP) as part of their bid submission. Failure to include the signed RFP may result in the bid being deemed incomplete or disqualified. It is essential that the bidder carefully reviews, signs, and attaches the RFP document to ensure full compliance with the submission requirements. This step demonstrates the bidder's acknowledgment and acceptance of the terms and conditions outlined in the RFP.
4. To participate in the bidding process, it is mandatory for the bidder to submit all desired documents within stipulated time.
5. Complete RFP documents, duly accompanied with NECESSARY DOCUMENTS shall be submitted as per the date & time mentioned in this document. This shall be opened ON STIPULATED DATE as mentioned in the RFP in presence of bidders or their Authorised representative who may wish to be present.
6. Corrigendum/Addendum to this document, if any, will be published on website www.nafed-india.com.
7. NAFED reserves the right to reject any or all the bids without assigning any reason thereof.
8. NAFED reserves the right to scrap the complete RFP process any time without assigning any reason thereof.
9. Letter regarding clarification/missing documents will be issued to concerned bidders. In response, the bidder needs to submit the clarification/missing documents (if any) through the mail ID/address of Bidder. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
10. Bids received by NAFED after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
11. The Bids shall be filled only in English language. 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.

12. 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.
13. Only those bids which have been submitted in compliance of this RFP are eligible for consideration.
14. No eraser, cuttings, overwriting and correcting fluid in the Bids will be accepted
15. A Bidder may be disqualified if, at 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.
16. **Disqualification Conditions:**
 - a. Bidders who have been blacklisted or otherwise debarred by NAFED, or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid be ineligible from participation of bidding process.
 - b. Bidders whose contract have been terminated by NAFED during the last five years from the last date of submission of bid due to bidders' default shall be considered disqualified. In addition, the Bidder shall also not be eligible to participate in any future bidding process in case of any pending/outgoing legal dispute with NAFED whether before any Court of law and/or arbitration with regard to any contract up to last date of submission of bid and/or in case any recoveries/dues are outstanding on part of the bidder payable to NAFED.
 - c. If the CEO or any of the directors/ manager/key managerial personnel of the Bidder/Consortium/Member or their Affiliates of the bidder's company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible. However, if on acquittal by the appellate court the bidder will be eligible.
 - d. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the bidder would be disqualified for future participation of bids of NAFED for the next 05 (Five) years and the EMD of the bidder shall be liable to be forfeited.
 - e. Bidder who is blacklisted by the GST authorities shall be disqualified.

BID OVERVIEW

RFPNo.	HO/IU/SRI GANGANAGAR-RFP/01/2024-25 dated 00/00/2025
NameofWork	"Selection of Bidder for Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan"
Site Details	Given in the section "Site Details"
Issuance of RFP Document	05/05/2025
Pre-bid Meeting	13/05/2025 –14:00 Hrs
Last date for receiving queries/clarifications.	15/05/2025– 15:00 Hrs
Bid submission end date & time	26/05/2025– 15:00 Hrs
Date and time of Technical Bids opening	27/05/2025 – 16:00 Hrs
Date and time of Financial Bids opening	Will be intimated later
Bid document fee	Rs.5,900 (Rupees Five Thousand Nine Hundred Only) inclusive of 18% GST
EMD	Rs.1,00,000 (Rupees One Lakh Only)
Technical Eligibility	As per the details given in the chapter "Eligibility Criteria"
Financial Eligibility	As per the details given in the chapter "Eligibility Criteria"
Method of Selection	Highest Annual License Fee
Opening & Evaluation of the Technical Bids (Cover 1)	Bidders are advised that only those who meet the criteria specified in this RFP will be considered qualified. Financial bids will be opened solely for bidders who have been declared "Technically Qualified".

Note: In case of any date extension, Corrigendum will be available on NAFED website.

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. Introduction

- 1.1.1. The National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) is an apex organization of marketing cooperatives for agricultural produce in India. Established on October 2, 1958, NAFED is registered under the Multi State Co-operative Societies Act.
- 1.1.2. As the Apex Level Cooperative Marketing Federation, NAFED has its presence in all states of the country through its network of branches/suboffices/member cooperatives. The Federation also has other infrastructure like pre-cooling/ cold storage units, grading & packing units, onion storages, biofertilizer units, consumer marketing division, etc. NAFED's three-tier structure enables it to reach the remotest of places in all states and union territories through its member Apex/ State Level Cooperative Federations and primary cooperative marketing societies.

1.2. Site Details

- 1.2.1. The land parcel admeasures approximately 2.47-acre (1,07,639 Sq.ft., 10,076 Sq.m.) is situated at **C-370, Agro Food Park Industrial Area, Sri Ganganagar, Rajasthan**.
- 1.2.2. The site is equipped with two well-constructed storage godowns, each having storage capacity of 5,000 MT. This Warehouse provides a combined total storage capacity of 10,000 MT, making them ideal for bulk storage needs.
- 1.2.3. NAFED intends to let out Licensed Premises on Leave & License Basis to Selected Bidder for a period of Nine (9) years.



1.3. General information for the above Godown

- 1.3.1. NAFED Godown may be operated round-the-clock.
- 1.3.2. For smooth movement of vehicles within the Licensed Premises, sufficient space is available.
- 1.3.3. Water Connection and Electricity (Sanctioned Load 6.00 KW) already exists within the Licensed Premises.

1.4. Scope of work

- 1.4.1. Carrying out either Storage or Trading or Processing activities preferably in Agriculture/Food Business on Licensed Premises, being offered on **"AS IS WHERE IS"** basis.
- 1.4.2. Ensure full compliance with all applicable requirements, regulations, and norms prescribed by the relevant competent authorities in connection with business activities.
- 1.4.3. Operate and Maintain of the Licensed Premises at its own cost for the License Period.
- 1.4.4. The Selected Bidder shall abide by the agreement made with NAFED as per brief Terms of Reference of this RFP document.

1.5. Location/Site Visit, Due Diligence and Verification of Information

- 1.5.1. Bidders are once again encouraged to submit their respective Bids after visiting the Licensed Premises, and ascertain themselves for the location, surroundings, climate, availability of power, water and other utilities for development, access to site, weather data, applicable laws and regulations or any other matter considered relevant by them.
- 1.5.2. The Bidders may visit to review the property documents available at the NAFED Head Office upon payment of the Bid Document Fee. Such a visit and document review shall be permitted only once and must be scheduled in advance with prior approval from NAFED. Photocopies of property documents or any other document in connection to it shall not be allowed.
- 1.5.3. It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the Bidding Documents and the RFP.
 - b) received all relevant information requested from NAFED.
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the NAFED relating to any of the matters referred to in Licensed Premises.
 - d) satisfied with all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Licensed Premises in accordance with the Bidding Documents and performance of all its obligations there under.
 - e) carried out proper due diligence.
 - f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Licensed Premises hereinabove shall not be a basis for any claim for

compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NAFED, or a ground for termination of the Concession Agreement by the Concessionaire.

1.5.4. NAFED and its employees shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error, inaccuracy or mistake therein or in any information or data given by the NAFED.

1.5.5. Interested Applicants/Bidders may contact for site visit to the following: -

Shri. Mahender Singh Rawat, State Head (Jaipur)

Ph. No.: - 08000878055

1.5.6. Bidders are responsible for making their own arrangements for the visit and shall bear any costs associated with travel, lodging, or other expenses.

2. ELIGIBILITY CRITERIA

2.1. Bidder Eligibility

- 2.1.1. This invitation of Bid is open to all interested Bidders who must be a **Proprietorship, Company** as registered under Indian Companies Act, 1956/2013 or a **Society** registered under The **Cooperative Societies** Act 1860, or a **Trust** registered under the Indian Trusts Act, 1882 or a **Partnership firm** registered under the Indian Partnership Act, 1932 or a **Limited Liability Partnership** registered under the Limited Liability Partnership Act, 2008.
- 2.1.2. Consortium or Joint Venture is not allowed.
- 2.1.3. Bidders forming Special Purpose Vehicle (SPV) is not allowed.
- 2.1.4. Only one bid should be submitted by an entity.
- 2.1.5. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process as outlined in *Clause 4.19*. Any Bidder found to have Conflict of Interest shall be disqualified.

2.2. Evaluation Criteria

- 2.2.1. This includes both the technical and financial eligibility criteria for the evaluation of bids.

A. Technical Eligibility

The bidder should have a minimum of 3 year's experience of running into the following areas (*preferably in Agriculture/Food Business*):

- a. Storage & Logistics.
- b. Trading
- c. Processing

Bidders need to provide documentary support for the same.

As a supporting document, Bidders must provide the Audited Financial Statements for the immediate preceding three (3) financial years ending on 31st March 2024 along with the certificate certified by Statutory Auditor, as per the format specified in Bid Form 6.

B. Financial Eligibility

The Bidder should have **Average Annual Turnover of INR 5,00,00,000/-** (Five Crore Indian Rupees) **in the immediate preceding three (03) financial years** ending on 31st March 2024, as per the audited accounts.

- 2.2.2. **Net Worth should be positive at the time of application and 2 years in the last 3 years.**

Net worth certificates duly certified by practicing-Statutory Auditor, copy of audited P/L statements of the last 3 (three) financial years 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-Statutory Auditor shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the management of the company.

3. INSTRUCTIONS REGARDING RFP

3.1. Bid Document Fee

- 3.1.1. The bidder is required to pay a bid document fee of INR 5,900/-(Rupees Five Thousand Nine Hundred Only) inclusive of 18% GST via NEFT/RTGS to NAFED using the following bank details. Proof of payment must be submitted along with the bid.

BANK ACCOUNT DETAILS FOR PAYMENT OF APPLICATION FEE:	
Beneficiary Name	NAFED
Saving Account No.	10060002037
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

Note: The bank account details provided for the Bid Document Fee and the Earnest Money Deposit (EMD) are different. Please double-check before submitting each amount.

3.2. Earnest Money Deposit (EMD)

- 3.2.1. The bidder is required to pay an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) via NEFT/RTGS to NAFED using the following bank details. Proof of payment must be submitted along with the bid.

BANK ACCOUNT DETAILS FOR PAYING EMD:	
Beneficiary Name	NAFED
Saving Account No.	10060654277
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

Note: The bank account details provided for the Bid Document Fee and the Earnest Money Deposit (EMD) are different. Please double-check before submitting each amount.

- 3.2.2. Any Bid not accompanied by EMD, in the manner stated above, shall be summarily rejected by NAFED.
- 3.2.3. The earnest money deposit will be refunded to the Unselected Bidders within 90 days of finalization of the bid. NAFED will not pay any interest in EMD.
- 3.2.4. The EMD of all Unselected 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 LoA, whichever is later. The Bid Security of H2 will be returned within 15 (fifteen) days of signing the agreement with the Preferred Bidder.
- 3.2.5. The Selected Bidder may adjust his EMD amount in the prescribed Security amount while executing the agreement with NAFED.
- 3.2.6. 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 LoA, fails to accept the LoA on or after acceptance of the LoA, fails to execute the agreement with NAFED within the period of 15 days from the date of issuance of LoA and/or fails to deposit the security equivalent to license fee of three months. EMD already deposited by the Selected Bidder shall be adjusted against the Security Deposit.

3.3. Pre-Bid Meeting

- 3.3.1. Applicants who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email to iucell@NAFED-india.com latest by date and time outlined in Bid Overview.
- 3.3.2. The link for the online pre-bid meeting for those applicants not opting for offline pre-bid meeting will be shared via email.
- 3.3.3. NAFED will hold an online / offline pre bid meeting, with the prospective applicants at the given time and date (as given in the schedule) to discuss the requirement and purpose of the RFP. The address for the offline pre-bid meeting is as follows:

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

Any queries regarding the RFP can be addressed to Shri Anurag Tiwari , General Manager, (Estate) Division, NAFED via e-mail to iucell@NAFED-india.com, anuragtiwari@NAFED-india.com with the subject line **"Selection of Bidder for Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan– Queries"**(e-Mail with any other subject line will not be entertained).

3.4. Non-Compliance with RFP

- 3.4.1. 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.

3.5. Cost of bidding

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

3.6. Validity of Bid

- 3.6.1. The Bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of NAFED.
- 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. Miscellaneous Instructions

- 3.7.1. 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.
- 3.7.2. The bid should be strictly in accordance with the prescribed formats.
- 3.7.3. All communication and information shall be provided in writing and in English language only.
- 3.7.4. All financial data shall be furnished in Indian Rupees only.
- 3.7.5. 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.
- 3.7.6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, NAFED or any authorized representative 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.
- 3.7.7. 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.

3.8. Clarification & Amendment of RFP Documents

- 3.8.1. 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.
- 3.8.2. The Bidders shall note that reliance upon information/clarification that is provided by another source shall be at risk of the Bidders.
- 3.8.3. Any time prior to the Due Date, NAFED may amend the RFP document by issuing an addendum.
- 3.8.4. Any addendum thus issued shall be part of the RFP and shall also be posted on the website of NAFED.
- 3.8.5. The Bidders shall promptly acknowledge receipt of such an 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.

3.9. Bid Document Submission

- 3.9.1. The Bidders are required to submit their Bids into two separate sealed envelopes consisting of
 - a) Technical Bid based on eligibility criteria - **(Cover 1)**

b) Financial Bid – **(Cover 2)**

- 3.9.2. Cover-1 and Cover-2 must be submitted in physical format within the sealed envelopes.
- 3.9.3. Both Cover-1 and Cover-2 should be placed inside **Cover-3**, which should be clearly labeled – **"Selection of Bidder for Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan"**.
- 3.9.4. This should be submitted to our office addressed to - **Shri Anurag Tiwari, General Manager, Estate Division, NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014.**
- 3.9.5. **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 favor 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 and acting as the contact person.
- 3.9.6. The Bidder must have obtained the **Solvency Certificate issued by its Bank/Statutory Auditor** and attached the original of the same along with the Bid.
- 3.9.7. In the case of Corporate Body/Company/Bidder, a resolution of the Board/Authority Letter in favor of person duly authorized to sign/execute agreement is required to be submitted.

3.10. Bid Evaluation Process

- 3.10.1. 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.
- 3.10.2. Only such of the Bidders who qualify in the first stage of evaluation, i.e., submission of all the requisite documents will be eligible for evaluation of their Technical Bid. Only the Bidders who qualify for 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 Selected Bidder will be made on the basis of highest/maximum "Annual License Fee" offered by the Bidder.
- 3.10.3. Only such Bids qualifying as prescribed in this RFP shall be evaluated.
- 3.10.4. To accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents thoroughly and carefully.
- 3.10.5. **The Bidders are required to submit the Bid through this RFP only, Technical Bid and Financial Bid duly signed and self-attested on each page.**
- 3.10.6. Participants, if needed, may be present at the time of opening of offer.

3.11. Selection of Bidder

- 3.11.1. The Bidder quoting the Highest Annual License Fee excluding applicable Taxes shall be selected as Selected Bidder.

- 3.11.2. NAFED shall have sole discretion in deciding the selection of the Selected Bidder and reserves the right to proceed with H2 in case H1 refuses to comply or withdraws. In such case H2 will be invited to match the price quoted by H1.
- 3.11.3. The Selected Bidder is not permitted to form a Special Purpose Vehicle (SPV) or transfer ownership to execute this project.

4. BRIEF TERMS OF REFERENCE

4.1. Execution of Agreement

- 4.1.1. The Selected Bidder shall execute a registered Agreement with NAFED within a period of one month from the date of issue of acceptance letter by NAFED to the Selected Bidder otherwise the Security amount shall be forfeited, and the Bank Guarantee will be invoked by NAFED. All the expenses for the execution of the Agreement shall be borne by the Selected Bidder.
- 4.1.2. The Selected Bidder after execution of the agreement shall become entitled for license of the Premises during the license period.
- 4.1.3. The License to be provided to the Selected Bidder is for permitted use of Licensed Premises.
- 4.1.4. The renewal of the license is subject to the satisfactory performance of the party up to the satisfaction of NAFED.

4.2. License

- 4.2.1. The Selected Bidder, after execution of the agreement shall become entitled for a License of the Licensed Premises during the License Period.
- 4.2.2. The License to be provided to the Selected Bidder is for permitted use of Property as detailed in *"1. Instructions to Bidders"* and the earmarked portions.
- 4.2.3. The Selected Bidder will manage, operate and maintain Property and other facilities in conformity with the terms and conditions without detriment to the interest of NAFED.

4.3. License Period

- 4.3.1. The License period to be granted to the Selected Bidder for permitted use of the property with the existing infrastructure is for a period of **Nine (09) years with an increase of 15% in Annual License Fee after every 3 years** from the date of handing over the Property.

4.4. Payment of License Fee and Security Deposit

- 4.4.1. The Selected Bidder is required to deposit three (03) months' license fee, as Security Deposit and a Bank Guarantee equivalent to 6 months' license fee plus GST towards Electricity and Water charges etc. EMD already deposited by the Selected Bidder shall be adjusted against the Security Deposit as a pre-condition for executing the agreement with NAFED. The validity of the Bank Guarantee will be for three (03) years.
- 4.4.2. No interest will be paid in the Security Deposit. Security deposit will be refunded after peaceful return of possession of the Property.
- 4.4.3. The Selected Bidder is liable to pay the monthly license fee to NAFED in advance on or before 7th of each English calendar month.
- 4.4.4. The applicable taxes on the agreed license fee shall must be borne by Selected Bidder.
- 4.4.5. The license must provide TDS certificate and all the Applicable Tax duties on quarterly basis.

4.4.6. In case of default in payment of any monthly license fee, the Selected Bidder shall be liable to pay interest at the rate of 18% per annum for the delayed period (calculated on a 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 Selected Bidder shall have to vacate and return the possession peacefully of the Property with the infrastructures to NAFED. In such cases security Deposit stand forfeited. Non-vacating Property and handing over its peaceful possession back to NAFED on expiry of the agreement period and /or termination of the agreement for breach of any terms & conditions of the agreement, shall amount to license fee being double from expiry of the agreement period and /or termination of the agreement.

4.4.7. The Annual License fee of the Selected Bidder is liable for increment to the extent of 15% after every three(03) years.

4.5. Site Review and Performance Evaluation

4.5.1. NAFED reserves the right to review the property and evaluate the licensed arrangement after every three years or whenever deemed fit, whichever is earlier. The review will be conducted based on the following criteria:

- (i) **License Fee Compliance:** Ensuring that the bidder is adhering to the agreed license fee terms.
- (ii) **Operational Status of the Godown:** Verifying that the bidder is actively operating the godown as per the agreement.
- (iii) **Warehouse Performance Evaluation:** Assessing the performance and operational efficiency of the plant to ensure it meets the expected standards.

4.5.2. Failure to comply with these conditions may result in necessary actions as deemed appropriate by NAFED, including termination or revision of the agreement.

4.6. Condition Precedent

4.6.1. It shall be the sole responsibility of the Selected Bidder to procure all the applicable approvals and permits within thirty (30) days from the date of issuance of LoA regarding the Licensed Premises at its own cost. However, in this case, NAFED will only act as a facilitator. In absence of arrangement of requisite approvals and permits within the stipulated timelines, EMD submitted by Selected Bidder shall be forfeited.

4.6.2. It will be the responsibility of the Selected Bidder to obtain requisite license for use of Property from the Local Authority which is applicable.

4.7. Penalty

4.7.1. The Selected Bidder is liable for levy of penalty in case of default in payment of license fee plus GST timely to NAFED in which case, the levy of penalty by NAFED on the Selected Bidder shall be at the rate of 18% per annum.

4.8. Revocation of the License

4.8.1. The license given to the Selected Bidder is liable for termination on account of the following:

- a) If the Selected Bidder commits default in making payment of the monthly license fee to NAFED.
- b) If the Selected Bidder violates any of the terms and conditions of the agreement.
- c) If the Selected Bidder violates or breaches any local laws, guidelines, regulations as made by the State/Central govt. or local authority regarding carrying out storage activities.
- d) In case of any delay in vacating the property, if any charges are levied on NAFED by the authority the same shall be recovered from the Selected Bidder.

4.9. Termination of Agreement

- 4.9.1. In case of vacation of Property by the licensee before the expiry of license period, the licensee shall give three months' notice in advance otherwise the amount equivalent to three months license fee shall be recoverable / deductible from the security deposit/ Bank Guarantee made by the party.
- 4.9.2. In case the licensor desires to terminate this agreement the same can be terminated by giving three months' notice in writing to the licensee.

4.10. Peaceful Transfer

- 4.10.1. On the expiry of the License Period, the Selected Bidder shall hand over to NAFED, free of cost the Licensed Premises including other developed infrastructure if any during the license period on "AS IS WHERE IS BASIS".
- 4.10.2. Failure on the part of the Selected Bidder in handing over the vacant & peaceful possession of the Licensed Premises on the expiry of the license period, the Selected Bidder is liable to pay double the agreed monthly license fee to NAFED till handing over the vacant & peaceful possession of the Licensed Premises.
- 4.10.3. The Selected Bidder is liable to repair any damage if so, occurred to Licensed Premises, or remove any other developed infrastructure if any during the license period in the Property before peaceful transfer to NAFED.

4.11. Creation of Third-Party Interest

- 4.11.1. The Selected Bidder shall not sub-let, assign or part with possession of the licensed 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 have the liberty to terminate the agreement forthwith.
- 4.11.2. The Selected Bidder shall not sub-license the said premises in any manner during the currency of the agreement.
- 4.11.3. The Selected Bidder shall not be entitled to mortgage this property to anyone whomsoever.

4.12. Utility

- 4.12.1. The Selected Bidder is liable to pay all utilities 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 Selected Bidder may retain photocopies for its record.

- 4.12.2. The Selected Bidder is liable to pay the security charges for the security agency engaged by NAFED.

4.13. Applicable Local Rules & Regulations

- 4.13.1. The Selected Bidder is responsible for complying with all the applicable laws in carrying out the activities at the Property, employees/contractor's employees and local Govt. authorities.

4.14. Taxes, Duties, Etc.

- 4.14.1. The Selected Bidder is, during the license period, responsible to pay in a 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 Property including the infrastructure.

4.15. Insurance

- 4.15.1. The Selected Bidder is responsible for insurance of the stored stocks and damages if so occurred during storage period of the stocks. The Selected Bidder is liable to bear the expenses for the insurance of the stock.
- 4.15.2. The Selected Bidder shall have to have comprehensive insurance coverage of the godown of the Property after entering into the agreement.
- 4.15.3. The Selected Bidder shall keep the employees deployed at the Property during the currency of the agreement. NAFED shall not be liable for any act of omissions and commissions.

4.16. Integrity Pact

- 4.16.1. All interested bidders will be required to sign and submit an Integrity Pact along with their bid. It will be assumed that the bidder has gone through the Integrity Pact (Annexure-I of this RFP document) and have no objections whatsoever in signing the contract

4.17. Holiday Listing

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

4.18. Safety Norms and Standards

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

4.19. Change in Law

- 4.19.1. The Selected Bidder is responsible for complying with the local rules & regulations, abiding by the change in law, which may be modified by any Act or any Government or local authority.
- 4.19.2. The Selected 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 Property during and after the subsistence of the agreement period for the claim pertaining to the agreement period.

4.20. Conflict of Interest

- 4.20.1. A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder.

4.21. Confidentiality

- 4.21.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NAFED in relation to or matters arising out of or concerning the Bidding Process. NAFED will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NAFED may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/ or the NAFED or as may be required by law or in connection with any legal process.

4.22. Damages and Indemnification

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

4.23. Declarations and Undertakings

- 4.23.1. It shall be incumbent upon all applicants/intending bidders to submit the following declarations on the letter head of their entity(ies) while submitting their applications:
 - a. The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were it/they ever blacklisted by NAFED on account of such litigation(s) or otherwise.
 - b. Any of the present and past directors / proprietor / partners / promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with NAFED in present or past or/and such other entity (ies) has/have/had ever been blacklisted by NAFED in the past for any reason.

- 4.23.2. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with NAFED in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such a scenario, the declaration as mandated above at (a & b) shall not be required.
- 4.23.3. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with NAFED whether in past and present or they have/had been blacklisted by NAFED or/and any of the promoters of intending applicant(s)/Bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with NAFED in present or past or/and such other entity (ies) has/have/had ever been blacklisted by NAFED in the past for any reason, NAFED shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and NAFED's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

4.24. Force Majeure

- 4.24.1. 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 Selected Bidder shall not seek any specific performance of the agreement or claim any damages.
- 4.24.2. 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.
- 4.24.3. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure conditions which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 4.24.4. Neither party will be liable for performance delays or non-performance due to causes beyond its reasonable control, except for payment obligations.
- 4.24.5. During the continuance of the Force Majeure, NAFED reserves the right to alter or vary the terms and conditions of this agreement, or if the circumstances so warrant, the NAFED may also suspend the agreement for such period as is considered expedient, the Selected Bidder agrees and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension.
- 4.24.6. The Selected Bidder 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, the Selected Bidder agrees that they shall have no right or claim of any nature whatsoever and NAFED shall be released and discharged of all its obligations and

liabilities under this Agreement

4.25. Arbitration and Dispute Resolution

- 4.25.1. 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, India 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.
- 4.25.2. All or any dispute arising out or touching upon or in relation to the terms of this RFP or agreement including the interpretation and validity of the terms thereof and the respective right and obligation of the parties shall be settled amicably failing which the same shall be settled through arbitration, the arbitration proceeding shall be governed by the Arbitration and Conciliation 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, India and Language of Arbitration shall be English.
- 4.25.3. 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.

4.26. NAFED's Right to Reject Any or All Bids

- 4.26.1. 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 Selected 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.

4.27. Issue of LoAafter Evaluation of the Bids

- 4.27.1. Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Licensed Premises would be conveyed by NAFED to the Selected Bidder. The Letter of Award (LoA) will be communicated to the Selected Bidder by fax/email and confirmed by letter.

4.28. Obligation of the Selected Bidder

- 4.28.1. The Selected Bidder shall, within 15 days from the date of issuance of the LoA, counter-sign and accept the Letter of Award issued to it. The Licensee shall not be awarded in case the Selected Bidder does not accept & submit the countersigned LoA within the period of 15 days and the Bid Security deposited by the Selected Bidder shall stand forfeited.
- 4.28.2. The Selected Bidder shall have to furnish a Security Deposit equivalent to license fee of three months along with a Bank Guarantee equivalent to 6 months' license fee plus GST towards Electricity and Water charges etc.
- 4.28.3. EMD already deposited by the Selected 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 proccession of the Property.
- 4.28.4. The Selected Bidder is required to execute the agreement as per Brief Terms of Reference

by complying with the requirements/formalities. The Selected 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 made. The Selected Bidder is not allowed to carry out any unlawful activities within the premises.

- 4.28.5. On the expiry day of the license period, the Selected Bidder shall handover the vacant & peaceful transfer of the Property and infrastructure to NAFED and settle the dues.

4.29. Notices

- 4.29.1. Any notice, request, or consent made pursuant to this RFP or 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 Bidder.

4.30. Corrupt and Fraudulent Practices

- 4.30.1. It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the NAFED shall 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.
- 4.30.2. The Bidder shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Bidders agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of NAFED during their participation in the tender process, during the execution of the contract and in any other transaction with NAFED.
- 4.30.3. The bidder shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any NAFED’s employees 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 or thereafter.
- 4.30.4. The bidder shall not enter with other bidder 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 process. The bidder shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the bidder will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- 4.30.5. The bidder shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences. The bidder if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.
- 4.30.6. The terms “Corrupt Practice” and “Fraudulent Practice” for the purpose of this clause shall have the meaning as set forth below:

- a) "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.
- b) "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 practices among Bidders (prior to or after Bid submission) designed to deprive NAFED of the benefits of free and open competition.

5. GENERAL TERMS AND CONDITIONS

- The Selected Bidder shall make its own arrangement of manpower for operation such as skilled, unskilled, watch & ward, labor 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 Selected Bidder shall get the manpower duly insured for all mishap, accidents and the manpower at his own cost. In case any accident or mishap occurs during the course of this agreement, the Selected Bidder shall be exclusively held liable for the same and in no way shall the Licensor be held liable in this regard. In case any amount is recovered, or any penalty is imposed on the Licensor, the Selected Bidder shall fully indemnify the Licensor.
- The employees / workmen /contractors engaged/ appointed by the Selected Bidder will not be treated as the employees of the Licensor and shall have no claim in the services of the Licensor.
- That in case of requirement of additional electricity /water connection, it shall be the responsibility of the Selected Bidder to make the arrangement at its own expenses and the Selected 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 Selected Bidder.
- The Selected Bidder is required to undertake the repairs of insulation work as per specifications, inspection & working process at "their cost, if any, after handing over.
- The Selected Bidder shall make its own arrangement for insurance, fumigation etc. of the goods stored in the licensed portion and for employees employed by them and bear all expenses on this count. However, insurance for the present existing Property on the licensed premises shall be arranged by the Licensor.
- The Selected Bidder should undertake the activities in their own name by giving the mailing address of this Licensed Premises. However, this in no way entitles Selected Bidder to be the owner of Licensed Premises. Further, Selected Bidder is also refrained to utilize the name of NAFED in any business transactions.
- The Selected Bidder shall not carry out any structural changes, additions or alterations in the licensed premises and shall not remove any part of the 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 Selected Bidder.
- The Selected Bidder should keep the licensed premises in neat, clean and hygienic condition and should also maintain and abide by the environmental laws prescribed by then local authorities.
- The Selected Bidder shall make its own arrangement at its cost for watch and ward & Security and shall follow the required byelaws/rules and regulations as applicable and imposed by the local authorities.
- The Selected Bidder shall not be entitled to occupy or use any place other than the place for which a license is granted and shall not create any nuisance in the Premise/Premises of the Licensor. All activities of the Selected Bidder shall remain confined to the licensed premises only.

- The Licensor shall not be responsible for any loss injury sustained by the workman and / or employed by the Selected Bidder for the purpose upon the said premises under any labor litigation.
- The Selected Bidder shall be solely and wholly responsible for damage/pilferage/loss of the goods stored in the licensed premises.
- The Selected Bidder is responsible to abide with all laws related to operation of the Warehouse, manpower deployed, etc. pertaining to the Lease Period.
- The Selected Bidder shall not be entitled to claim any rebate in the license fee plus GST if the licensed premises 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.
- The Licensor shall not be responsible for any taxes, levy, duty, etc. payable by the Selected Bidder except property tax which is payable by the Licensor.
- The Selected Bidder shall be solely and wholly be responsible to comply with all Laws related to storage of goods, employees/workmen/contractors engaged by the Selected Bidder.
- The Selected Bidder shall be responsible to indemnify the Licensor for any wrongdoing on the licensed premises, for the theft / pilferage / loss / damage of the assets of the Licensor.
- The Selected Bidder undertakes the entire responsibility that no unlawful activities are carried out in the licensed premises of the Licensor.
- The Selected Bidder shall not store hazardous, inflammable goods in the Property or any articles, which are forbidden under the law for storage in the Godowns and Selected 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.
- The Selected Bidder shall not claim or entitled to tenancy or any other ownership right in the licensed premises.
- The Selected Bidder shall neither create any change in the premises / land or any portion thereof in any manner as the property belongs to the Licensor nor the Selected Bidder shall carry out any construction in the licensed portion or in the portion of the land or the uncovered area, without prior consent/approval of the Licensor. The Selected Bidder shall also not use the portion of the land or the uncovered area belonging to the Licensor and in the event of the Selected Bidder commits breach the same would be a violation of the terms of this deed.
- The Selected Bidder shall neither create any change or mortgage the property of the Licensor nor shall the Selected Bidder enter any partnership or business for the purpose of using the licensed 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.
- The Selected Bidder shall not keep or store any explosive substance or inflammable articles or hazardous substances in the Property and shall not do or affect any illegal or immoral acts or things in the licensed premises which may be in contravention of Byelaws of the Municipal Authorities, Central or Local Authorities. In case any fine or penalty is imposed on account of misuse of the Godown or any part of the open land by the Selected Bidder or his servants or due to the act of the Selected 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 Selected Bidder alone and

the Selected Bidder shall always keep the Licensor indemnified of any such fine or penalty and / or criminal prosecution.

- The Selected 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 obtain NOC from the Pollution Control Board at its own cost.
- The Selected Bidder shall use its own logo/ trademark/ sign board/ sign ages for business operations at the licensed premises.
- In case party desires to terminate this agreement the same can be terminated by giving three months' notice in writing by either party.
- 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.
- The Selected Bidder shall bear the expenses of stamp duty and registration expenses.
- The authorized representative of the Licensor shall have the right to inspect the premises during the working hours after giving prior notice.
- In case of termination the Selected Bidder shall remove all the left-over stock from the storage godown immediately on the same day but in any case, not later than 48 hours, failing which the Licensor will dispose of all such stock in the best possible manner and inform the Selected Bidder. The Licensor shall claim expenses from the Selected Bidder for disposal / removal of such stock.
- The Selected 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 Selected Bidder on expiry / cancellation / termination of this agreement failing which the Selected Bidder shall be liable to pay penalty at five times of the existing Selected Bidder license fee and shall continue to pay the same till the vacant and peaceful possession of the premises / is handed over to the Licensor.
- That in the event of breach of any terms and conditions of this agreement, the Licensor shall have the right to revoke/terminate the Selected Bidder by giving the Selected Bidder one month's notice in which case, the Selected Bidder shall have to vacate and handover the peaceful vacant possession of the licensed premises failing which the Selected 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.

RFP FORMS

Checklist of Submissions

Enclosures to the Bid		Page No.
Bid Forms		
Bid Form 1: Covering Letter for Submitting the Technical Bid		
Bid Form 2: General Information about the Bidder		
Bid Form 3: Information for Financial Capacity		
Bid Form 4: Self Undertaking		
Bid Form 5: Self-Declaration		
Bid Form 6: Annual Turnover Certificate		
Bid Form 7: Format of Financial Bid		
Annexure 1: Integrity Pact		
Annexure 2: Agreement for Sri Ganganagar		
Other Documents to be attached		
Signed RFP		
General Documents: (i) GST Certificate (ii) PAN Card (iii) Audited Financial Statements for the last 3 years (iv) Solvency Certificate by Banker/Statutory Auditor		
List of documents required from bidders		
S. No.	Bidder's Constitution	Supporting Documents
A.	Proprietorship	<ul style="list-style-type: none"> Registration Certificate under Shops & Establishment Act
B.	Partnership Firm	<ul style="list-style-type: none"> Attested copy of registered partnership deed duly signed by all partners
C.	Company (Private/Public) / LLP	<ul style="list-style-type: none"> Certificate of Incorporation Attested copy of AOA/MOA
D.	Society	<ul style="list-style-type: none"> Registration certificate duly authorized by registrar of cooperative society
E.	Trust	<ul style="list-style-type: none"> Attested copy of registered Trust Deed
List of additional documents required from bidders as per profile		
S. No.	Bidder's Profile	Supporting Documents
A.	Agri-Warehousing/Logistics	<ul style="list-style-type: none"> Copy of valid Warehouse License Deed
B.	Food Production/ Processing Companies	<ul style="list-style-type: none"> Valid Factory License Valid FSSAI License
C.	Trader	<ul style="list-style-type: none"> Valid Trade License

Note: If copies of the documents are being submitted, the bidder must self-attest each page.

Bid Form 1: Covering Letter for Submitting the Technical Bid

(To be submitted on letter head of bidder)

Date: _____

To,

GM (IU Division),
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi-110014

Sub: "Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan"

Dear Sir,

- (i) I/We are submitting this Bid (Proposal) on our own.
- (ii) Having examined the RFP documents, we, the undersigned, offer to accept the Licensed Premises on license fee basis in conformity with the RFP conditions.
- (iii) I/We undertake, if our Bid is accepted, commence operations and manage as per the RFP.
- (iv) 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.
- (v) I/We agree, if our Bid is accepted, to deposit the agreed license fee equivalent to licensee fee of three months as security along with a Bank Guarantee equivalent to 6 months' license fee plus GST towards Electricity and Water charges etc. The validity of the Bank Guarantee will be for three (03) years. EMD already deposited by the Selected Bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED.
- (vi) I/We agree with the forfeiture of Bid Security in case we do not accept and submit the counter-signed Letter of Award within 15 days from the date of issuance of LoA from your end.
- (vii) I/We understand that NAFED is not bound to accept any or all Bids it may receive.
- (viii) I/We agree to abide by the terms and conditions of the agreement to be entered into in case of accepting our bid.
- (ix) I/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.
- (x) I/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.
- (xi) I/We declare that if NAFED discovers anything contrary to our above declarations, it is empowered to disqualify our Bid and us.
- (xii) In witness thereof, I/We submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

(Signature of the Bidder)

(Name and Designation)

(Seal of the Bidder)

Bid Form 2: General Information about the Bidder

S.No.	Particulars	
1.	Full Name of the Bidder:	(in Block Letters)
2.	Bidder's Constitution:	(for example: Public Limited Co./ Pvt. Ltd. Co/ Proprietor/ Partnership Firm /LLP/ Society etc.)
3.	Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence	
4.	Bidder's Telephone No.	
5.	E-mail address	
6.	Details of individual(s) who will serve as the point of contact/ communication for NAFED a. Name: b. Designation: c. Company: d. Address: e. Telephone Number: f. E-Mail Address: g. Fax Number:	
7.	Details of the Bidder, if any a. Name: b. Designation: c. Address: d. Phone Number: e. Fax Number: f. E-Mail Address:	
8.	Registration Number& Year of Registration (Copy of Registration Certificate to be attached)	
9.	Pan Card Number (Copy of PAN CARD to be attached)	
10.	GST Number (Copy of GST certificate to be attached)	

Yours faithfully,

(Signature of the Bidder)
(Name and designation)
(Seal of the Bidder)

Bid Form 3: Information for Financial Capacity

(To be certified by Statutory Auditor and must include UDIN)

1. Net Worth related data:

Calculation of NetWorth		Amount(Rs. In Cr)		
Particulars		31 st March2022	31 st March2023	31 st March2024
	Subscribed and Paid-up Share Capital			
Add	Equity/Security Premium			
Add	General Reserves			
Less	Revaluation Reserves			
Less	Accumulated Losses			
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not writtenoff			
TOTALNETWORTH				

2. Turnover related data:

Particulars		Amount(Rs. inCr)		
		31 st March 2022	31 st March 2023	31 st March 2024
	Operating Revenue			
Add	Other Revenue			
TOTALTURNOVER				
AVERAGE ANNUAL TURNOVER				

(Signature of the Bidder)
(Name and Designation)
(Seal of the Bidder)

In the capacity of _____(position) duly Authorized to sign this Bid for and behalf of _____ (name of Bidder), _____(Address)

The information given above is true as per the annual financial statement audited by the Bidder. We have signed this Bid Form 4 in our capacity as the Statutory Auditor of _____ (name of the Bidder)

Signature of the Statutory Auditor
Name of the Statutory Auditor
Company Seal of the Statutory Auditor

Notes:

- The Bidder shall provide an Auditor's certificate specifying the Net Worth of the Bidder and specifying the methodology adopted for calculating such Net Worth*
- In case Bid Form-4 consists of more than one-page, Statutory Auditor & Bidder shall sign with seal on all pages.*

Bid Form 4: Self-Undertaking

(To be submitted on letter head of bidder)

To,

GM (IU Division),
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi-110014

Sub: "Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan"

Dear Sir/Madam,

I/We (Name of the Bidder) hereby take that I/We (Name of the Bidder) have not been debarred/blacklisted/terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU).

(Signature of the Bidder)
(Name and Designation)
(Seal of the Bidder)

Bid Form5: Self-Declaration

(To be submitted on letter head of bidder)

To whomsoever it may concern

I, <name of the Bidder>, <designation of Bidder>, on behalf of <name of the Agency/Institution>, hereby declare that:

- a) We have never in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were we ever blacklisted by NAFED on account of such litigation(s) or otherwise.
- b) We or Our Past Directors/Partners/Promoters etc were not/are not part of such other and separate entity(ies) which was/were/ is/are in litigation with NAFED in present or pastor/and such other entity (ies) has/have/had ever been blacklisted by NAFED in the past for any reason.

I hereby declare and solemnly affirm that the above statements are true and correct to the best of my knowledge.

(Signature of the Bidder)

(Name and Designation)

(Seal of the Bidder)

Bid Form 6: Certificate (Storage & Logistics/Processing/Trading)

(To be certified by Statutory Auditor and must include UDIN)

A. Storage & Logistics

Year	Amount in Crores		
	Type of Quantity	Quantity Stored	Storage Amount
2023-2024			
2022-2023			
2021-2022			

OR

B. Processing

Year	Amount in Crores		
	Quantity Purchased	Quantity Processed	Quantity Sold
2023-2024			
2022-2023			
2021-2022			

OR

C. Trading

Year	Amount in Crores	
	Quantity Purchased	Quantity Sold
2023-2024		
2022-2023		
2021-2022		

(Signature of the Bidder)
(Name and Designation)
(Seal of the Bidder)

In the capacity of _____ (position) duly Authorized to sign this Bid for and behalf of
_____ (name of Bidder), _____ (Address).

The information given above is true. We have signed this Bid Form 6 in our capacity as the
Statutory Auditor of _____ (name of the Bidder)

Signature of the Statutory Auditor
Name of the Statutory Auditor
Company Seal of the Statutory Auditor

Note: Strikeout whichever is not applicable.

Bid Form 7: Format of Financial Bid

(To be submitted in a separate cover in letterhead)

(Format of the Financial Bid will be opened to only those bidders, who qualify all the technical parameters)

Date: _____

To,

GM (IU Division),
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi-110014

Sub: "Letting out Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan"

Dear Sir,

The license fee offered is exclusive of the applicable GST, which will be paid by us, extra. We also agree on enhancement in the License Fee as stipulated in this RFP Document.

Particulars	Quoted License Fee	Quoted Annual License Fee
	(A)	(B) = (Multiply Column A quoted amount with 12 months)
Annual License Fee for Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis	<i>Quoted Monthly License Fee</i> <i>In figures:</i> Rs. per Month <i>In words:</i> Rupees..... per Month	<i>Quoted Annual License Fee</i> <i>In figures:</i> Rs. per Annum <i>In words:</i> Rupees..... per Annum

(Signature of the Bidder)
(Name and Designation)
(Seal of the Bidder)

Annexure 1

Integrity Pact

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

AND

..... a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vide Deed of Partnership dated or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs..... and having its registered office at..... (hereinafter referred to as "Vendor/Applicant/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, Authorized signatories and permitted assigns) of the **OTHER PART**.....,

PREAMBLE

1. The principal intends toward, under laid down organizational procedures, Contract/s for..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off fairness/transparency in its relations with its Applicant(s) and/or Contractor (s).
2. In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) to monitor the RFP process and the execution of the contract with the Applicants/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article:1- Commitments of the Principal

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

Article:2– Commitments of the Applicants(s)/Contractor(s)

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

Article:3– Disqualification from RFP process and exclusion from future contracts

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

Article:4-CompensationforDamages

1. If the Principal has disqualified theApplicant(s)from the RFP process prior to the award according to Article 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Article 3, or if the principal is entitled to terminate the contract according to Article 3, the principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article:5 –Previous transgressions

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

Article:6- Equal treatment of all Applicants/ Contractors/ Subcontractors

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

Article:7- Criminal charges against violating Applicant(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of an Applicant, Contractor Subcontractor, or if an employee or a representative or an associate of an Applicant, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article:8- Independent External Monitor

1. The principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, when ever required. It will be obligatory on him/her to treat the information and documents of the Applicants / Contractors as confidential. He /She shall report to the Managing Director, NAFED.
3. The Applicant(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Licensed Premises documentation of the principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of valid interest, unrestricted and unconditional access to their Licensed Premises documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations

on 'non-disclosure of confidential information' and of 'Absence of conflict of interests. In case of any conflict of interest arises at a later date IEM shall inform the Managing Director, NAFED, and recuse himself/herself from that case.

5. The principal will provide the Monitor with sufficient information about all the meetings among the parties related to the Licensed Premises provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, NAFED, within 8 to 10 weeks from the date of reference or intimations to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, NAFED, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" includes both Singular and plural.

Article:9 –Pact Duration

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

Article: 10 - Other provisions

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

Integrity Pact will prevail.

(For & on behalf of the principal)
(Office Seal)

(For & on behalf of Applicant/Contractor)
(Office Seal)

Date: _____

Place: _____

Witness1: _____
(Name &Address)

Witness2: _____
(Name & Address) _____

Annexure 2

LEAVE & LICENSE AGREEMENT

This Agreement is made and executed at _____ on _____ this day of _____, 2025

BETWEEN:

"National Agricultural Cooperative Marketing Federation of India Ltd" having its Head office at NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014 (India) through _____ hereinafter called the LICENSOR which term shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the **FIRST PART**.

AND

M/s. _____ or his authorized representative Shri/Smt. _____ hereinafter called the LICENSEE which expression shall wherever the context so requires be deemed to include its administrators, legal representatives and assigns of the **SECOND PART**.

WHEREAS the Licensee participated in the tender on _____ post reviewing of all property documents and has been selected as Selected Bidder (H1) based on the evaluation of Financial Bid i.e., Highest Annual License Fee (INR _____ excluding GST) for taking Licensed Premises ("**Warehouse having Combined Capacity of 10,000 MT on Leave & License Basis, situated at Agro Food Park Industrial Area, Sriganganagar, Rajasthan**") situated at C- 370, Agro Food Park Industrial Area, Sri Ganganagar, Rajasthan – 335002 of the said premises on License basis and whereas the Licensor has agreed to grant license to the Licensee on the following terms and Conditions.

NOW THE DEED WITNESSETH AS FOLLOWS:

The Licensor hereby agrees to grant leave and license to the Licensee, the Licensee hereby agree to take Licensed Premises situated at _____ for a period of Nine (09) years w.e.f. _____, the date on which physical possession of the premises is taken by the Licensee, on the following rate ("License Fee") described as under:

AREA	License Fee per annum w.e.f _____	License Fee per annum w.e.f _____ after increase @15% in 3 rd year	License Fee per annum w.e.f _____ after increase @15% in 6 th year	License Fee per annum w.e.f _____ after increasing @15% in 9 th year

Note: The amount mentioned in the above table is exclusive of GST.

The Licensee further agrees that the GST as applicable shall be paid by Licensee.

THE LICENSEE HEREBY COVENANTS WITH THE LICENSOR AS FOLLOWS:

1. The LICENSEE shall pay NAFED monthly License Fee (Plus GST) amounting of INR _____ per month (INR _____ only) in advance through RTGS / NEFT on or before 7th day of each month for which it is due during the License Period starting w.e.f. _____ after deducting TDS as applicable and a certificate of Tax deduction will be issued by the LICENSEE to the LICENSOR. The Licensee shall pay the monthly License Fee reserved on or before the date and in the manner stated above
2. In case of default in payment of any monthly License Fee, the LICENSEE shall be liable to pay interest at the rate of 18% per annum (shall be calculated on a daily basis) from 8th of particular month to the date until full License Fee due to LICENSOR is paid, on due amount. In case the delay is beyond three months, the same shall be considered as an event of default on the terms and conditions of the agreement and upon occurrence of same, the agreement shall stand cancelled and consequently, the LICENSEE shall have to vacate and return the possession peacefully of the Licensed Premises to NAFED. In such case, the BG submitted as Security shall be forfeited.
3. The LICENSEE, after reviewing the property documents, shall not be permitted to request a second review of the same documents for any reason to ensure integrity of the process and avoid potential delays or disputes arising from repeated evaluation.
4. The LICENSEE shall bear and pay all other charges incidental thereto, including but not limited to electricity, water, telephone, and any other utility or service charges incurred in the Licensed Premises during the term of the agreement.
5. The LICENSEE shall maintain the Licensed Premises including the boundary wall, entrance point, electrification, cleanliness and watch and ward, firefighting system in workable condition. The LICENSEE shall undertake maintenance of the premises and facilities and be solely responsible for any deterrent action taken by the authorities, if there are any.
6. The LICENSEE shall be responsible for indemnifying the Licensor for the theft/pilferage/loss/damage of the assets of the Licensor.
7. The LICENSEE, at the time of signing of this Agreement, shall pay a Security Deposit to the LICENSOR via NEFT/RTGS to the LICENSOR's Bank Account No. _____, equivalent to three (03) month's License Fee. The security deposit shall be refunded to the LICENSEE upon the termination of this Agreement, subject to deductions for any outstanding dues or damages to the Licensed Premises.
8. The LICENSEE at the time of signing of this Agreement shall provide a Bank Guarantee equivalent to Six (06) month License Fee, the validity of the Bank Guarantee shall be for three (03) years from the date of issuance. The LICENSEE shall provide a renewed Bank Guarantee no later than Sixty (60) days prior to the expiry of the existing Bank Guarantee. In every three (03) years the LICENSEE shall have to get the Bank Guarantee renewed in proportion to six (06) month License Fee including escalation i.e., 15% thereof any, which shall be effective after every three (03) years.
9. The LICENSEE shall not carry on any illegal trade or business on the Licensed Premises. Failure to comply with this obligation the LICENSOR shall have the right to immediately terminate this agreement without notice and shall forfeit the security deposit.

10. The LICENSEE shall not make any additions/alterations to the Licensed Premises without the consent of the LICENSOR. The LICENSEE shall hand over the possession of the Licensed Premises in its original condition. Any loss or damage to the Licensed Premises during the possession of the LICENSEE shall be made good by the Licensee.
11. If the Licensed Premises are rendered uninhabitable by fire, earthquake, cyclone, storm flood, violence of any army, mob or other irresistible force or act of God, not by any act or neglect or default of the LICENSEE, then in such case LICENSEE shall not claim any compensation for the loss suffered from the LICENSOR, the LICENSEE shall have the option to terminate the License after giving one month notice and handover possession of the Licensed Premises to the LICENSOR and will not be required to pay the License Fee from the date of handing over the possession.
12. To permit the LICENSOR and its agents, surveyors and workmen with all necessary appliances to enter the Licensed Premises all reasonable times for the purpose either of inspection or repair of the Licensed Premises after giving prior notice.
13. The LICENSEE shall not sub-let, assign or part with possession of the Licensed 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 at liberty to terminate the agreement forthwith.
14. To deliver the Licensed Premises to the LICENSOR at the end, or earlier termination, of the tenancy in such condition as is consistent with the covenants and conditions of this agreement. In case the LICENSEE wants to vacate the Licensed Premises during the License Period, it can do so by serving three months' notice in writing upon the LICENSOR or pay License Fee in lieu of the notice period.
15. The LICENSEE shall abide by the laws and regulations of the local authorities, in relation to the Licensed Premises so far as these are applicable to the LICENSEE. Since the LICENSEE will use the premises for 24 hours, the Licensee will take permission, if any, from the authorities.
16. All costs and expenses incurred, or which may be incurred for preparation, execution and registration of this agreement shall be borne by the LICENSEE.
17. The LICENSEE shall comply with all Acts, Rules and Regulations of State Government/Central Government/Local Bodies/ any other competent authority, in force from time to time for the operation of the business.

II THE LICENSOR HEREBY COVENANT WITH LICENSEE AS FOLLOWS:

1. The LICENSOR shall allow the LICENSEE to enjoy the Licensed Premises during the License Period without interruption by the LICENSOR on the condition that the LICENSEE continues to pay the License Fee hereby reserved, timely.
2. The day-to-day interior repairs, such as fuses, leakage of water tank and other minor repairs shall be got done by the LICENSEE at its own cost however, major structural repairs will be attended to by the LICENSOR at its cost within a reasonable time after such defects are notified to the LICENSOR by the LICENSEE.
3. That the LICENSOR shall allow the use of existing electric fittings in the Licensed Premises free of charge.

4. That the LICESNOR shall pay the property tax of the premises WHEARAS all other taxes levied in future by any authority/ Government during the license period shall be borne by the LICENSEE.
5. That the LICESNOR shall provide a water connection and electric connection with meter on Licensed premises.

III IT IS HEREBY MUTUALLY AGREED TO AS FOLLOW

1. That the LICENSEE shall at the expiration or earlier termination, or end of the License Period peacefully and quietly yield and deliver possession of the Licensed Premises to the LICENSOR in the same condition as it was handed over to the LICENSEE. The use of Licensed Premises by the LICENSEE after the expiration or earlier termination of the License Period, shall tantamount to unauthorized occupation by the LICENSEE and in that event LICENSEE shall be liable to pay to the LICENSOR damages equivalent to the three times of the monthly License Fee till the physical vacant possession is delivered to the LICENSOR, besides paying enhanced monthly License Fees applicable to revision in the frequency stated above.
2. It is agreed between the LICENSEE and LICENSOR that either party can vacate/get vacated the Licensed Premises by giving 3 months' written notice within the agreement.
3. That the payment of monthly License Fee shall be made by the LICENSEE in advance through RTGS / NEFT on or before 7th day of each English Calendar month to the LICENSOR's Account No. _____(Including IFSC and Branch Address) the details of which should be immediately, e-mailed to_____.
4. Since the change in the Constitution of ownership of the Licensed Premises, this agreement shall stand canceled.
5. That whereas the Licensor shall get the Licensed Premises insured for the concerned perils, it shall be the sole responsibility of the LICENSEE to get their goods insured and the Licensor shall in no case be responsible for any loss to the goods of the LICENSEE so stocked in the Licensed Premises.
6. The Security submitted as Bank Guarantee will be invoked by the LICENSOR in case of violation of any terms of this agreement by the LICENSEE or to recover any amount due from LICENSEE or any loss caused to the LICENSOR.

7. GOVERNING LAWS

1. This Agreement will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a Court of New Delhi.

2. ARBITRATION

1. All or any dispute arising out of or in any way touching upon or concerning this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through sole Arbitrator of Managing Director, NAFED or his/her nominee whose decision shall be final and binding on both the parties. The seat and venue of the

Arbitration shall be New Delhi and language of Arbitrations shall be English.

IN WITNESS WHEREOF the parties have set and subscribed to their respective hands the day and year first hereinabove written.

WITNESS:

- 1. LICENSOR**
- 2. LICENSEE**