 

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

**(NAFED) – Mumbai Branch**

**Naman Centre, `A’ wing, Unit No.803, 8th Floor C-31,**

**G Block, Opp. Dena Bank,**

**Bandra Kurla Complex Mumbai - 400 051**

**INVITE BIDS FROM ELIGIBLE APPLICANTS**

**For**

**LEASING OUT 4 PROPERTIES ON ‘AS IS WHERE IS AND WHAT IS BASIS’**

**ACROSS NAVI MUMBAI**

 **No.: - HO/E-02/Vashi/2025-2026**

**Dated: 24/06/2025**

**NOTICE OF DISCLAIMER**

* 1. The information contained in this Request For Proposal (“Tender”) or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representatives”), is provided on the terms and conditions set out in this TENDER 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 as providing legal, financial or other advice as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
	3. This RFP document has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this RFP is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.
	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 parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Bidders have to undertake their own studies and provide their bids.
	5. This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
	6. The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
	7. This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
	8. 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.
	9. 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.
	10. All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidders will have no claim whatsoever against NAFED or its employees, officers.
	11. NAFED reserves the right to modify, suspend, change or supplement this RFP at any stage. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued.
	12. Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.
	13. Bidders may attend the Pre-bid meeting as mentioned in clause no 1 (N) for clarification on the Tenders' technical specifications and commercial conditions, on the time, date and place mentioned therein. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

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**NOTICE INVITING RFP**

Bids are invited from highly experienced agencies who have experience in the field of Operations/Maintenance/ Management of Multi Commodities Cold Storage/Warehouse./Godowns etc. For further details, kindly visit our website: [www.nafed-india.com](http://www.nafed-india.com). The bid starts from\_

24/06/2025 to 07/07/2025 and the last date for submission of bid is 07/07/2025. The opening of bid will be held on 07/07/2025.

**Contact Person: STATE HEAD, NAFED MUMBAI**

**Naman Centre, `A’ wing, Unit No.803, 8th Floor C-31,**

**G Block, Opp. Dena Bank,**

**Bandra Kurla Complex Mumbai - 400 051**

**E-mail:** **nafmbi@nafed-india.com**

State Head

Maharashtra

1. **Bid Summary – Data Sheet**

|  |  |  |
| --- | --- | --- |
| **S.N.** | **Key Information** | **Details** |
| A. | **Scope of work**  | * The Successful Bidder must utilize the services of their own technical staff and other manpower for running the warehouse/cold storage under this RPF
* The Successful Bidder is totally responsible for required professionals / manpower for its operation purpose.
* The additional infrastructure created by the Successful Bidder with the prior approval of NAFED at its own costs & expenses during the agreement period in the ware house/cold storage, shall belong to NAFED on termination of the agreement and the Successful Bidder is not entitled for any claim over the structures created on expiry/termination of the agreement.
* The Successful Bidder is responsible to abide with all laws related to operation of the warehouse, man-power deployed, etc. during the agreement period.
* The Successful Bidder shall abide by the terms and conditions as incorporated in this RFP as per brief Terms of Reference in section 2 & 5 of this RFP document as well as terms and conditions of agreement executed with NAFED post ward of the work
 |
| B. | **Obligations of****the Successful** **Bidder** | The successful bidder will be responsible for:1. The operation, maintenance and management of the Cold Chain Infrastructure Facilities /warehouse as per scope of work and the terms and conditions given in the Brief Terms of Reference of this RFP (section 2&5).
2. Executing the agreement with NAFED and undertaking the activities in the all 04 properties strictly in accordance with the agreement executed post award of the work
3. Abiding by the terms and conditions of the agreement executed post award of the work
4. All members of the Consortium shall be jointly and severally liable & responsible in case the Successful Bidder is a Consortium.
 |
| C. | **Time period** **for handing over the project** | From the date of taking over the possession for the properties, as per dates mentioned in Table at Para 1 of General Terms and Conditions |
| D. | **Procurement** **Of Bid document** | Entities intending to participate in the bidding process are required to procure the RFP Document from the Mumbai Office of NAFED, at the address specified herein, between 23/06/2025 to 07/07/2025 and, by depositing a **non-refundable fee of INR 10,000** (Indian Rupees Ten Thousand only) inclusive of GST in the form of a Demand Draft or Pay Order drawn on any nationalized bank in favour of **“National Agricultural Cooperative Marketing Federation of India Ltd.”**, payable at Mumbai.Alternatively, the RFP Document may be downloaded from the official website of NAFED at [www.nafed-india.com](http://www.nafed-india.com) during the same period, i.e., from 24/06/2025 to 07/07/2025 .In such cases, the applicant shall be required to deposit a **non-refundable application fee of INR 10,000** (Indian Rupees Ten Thousand only) by way of Demand Draft, Pay Order, or through RTGS/NEFT, on or before the submission of the bid.Any bid submitted without payment of the prescribed non-refundable fee shall be summarily rejected. |
| E. | **Bidder’s eligibility** (Technical Bid) | Please refer to section 5.3 of this document. |
| F. | **Bid Selection** **Parameter** | Highest/Maximum “Annual License Fee” offered in the bid plus applicable taxes  |
| G. | **Cold storage & Operation period of all 04 properties under this RFP** | Initially for Nine (9) years period from the date of handing over the all four properties to the successful bidder by NAFED further extendable for three years on mutually agreed terms and conditions with enhancement of annual rent @ 5% . |
| H. | **Bid Submission** | **Separate sealed envelopes for:-**1. Technical Bid alongwith self-attested documents with EMD of Rs. 50,00,000/- (inclusive GST)
2. Price Bid: The Envelope should be subscribed as “Financial Bid for leasing out all four properties of Nafed at Vashi Mumbai”. This envelope will contain offer for annual license fee as per Annexure A of this RFP

Both the bid envelopes should be placed inside separate outer Envelopes. |
| I. | **Bid Evaluation** | **The Bid Evaluation Process shall be as per the technical evaluation criteria specified in the RFP document in section 6 (Bid Evaluation Process)*** First it is the Technical Bids which will be evaluated in accordance with the prescribed technical parameters laid down in the RFP documents.
* Financial bids will be opened for those, whose bids are found to be technically qualified.
 |
| J. | **Bid Validity** | **120 days from the Due Date (i.e. the last date for bid submission pursuant to the RFP).** |
| K. | **Bid Security** | **The Bid shall be accompanied by an INTEREST FREE EMD of INR Indian rupee font 50,00,000 (inclusive GST) for all four properties in the form of Demand Draft / Pay Order issued by any nationalized bank in favour of “National Agricultural Cooperative Marketing Federation of India Ltd.” payable at Mumbai.** |
| L. | **Letter of Intent** **(LoI)** | **The Successful Bidder would be issued a Letter of Intent (‘LoI”) by NAFED inviting to execute the agreement.** |
| M. | **Acceptance of** **Letter of Intent** | **The Successful Bidder shall, within 15 days from the date of issuance countersign and accept the Letter of Intent issued to it.*** The facilities shall not be awarded in case the Successful Bidder does not accept and submit the countersigned LoI within the period of 15 days in such cases INTEREST FREE EMD of INR Indian rupee font 50,00,000 (Rupees Fifty lacs only) (inclusive GST) deposited by the successful bidder shall stand forfeited
 |
| N. | **Important Dates**1. Issuance of RFP
2. Pre Bid Meeting
3. Last date of issuance of RFP
4. Last date for receipt of bids
5. Date and time of opening Technical and Financial Bids
 | **The RFP can be collected between 11:00 hrs to 16:00 hrs. (IST) on all working days from**24/06/2025 to 07/07/202515:00 hrs. (IST) on 30/06/202516:00 hrs. (IST) on 07/07/202516:00 hrs. (IST) on 07/07/202516:00 hrs. (IST) on 07/07/2025 |

# GENERAL TERMS AND CONDITIONS

Details of the properties to be leased on “As is where is and what is basis”:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Type of Property** | **Address** | **Area** | **Current Status** | **Potential Lease Commencement from** |
| **1.** | Bonded Godown | Plot No. B-3 (B-1), APMC, Turbhe Vashi, Navi Mumbai  | 16,145 sq.ft. | Ready for Concession after de-bonding | Date of award of contract & 2 months free period subsequent completion of formalities with successful bidder |
| **2.** | Cold Storage | Plot No. B-3 (B-1), APMC, TurbheVashi, Navi Mumbai | 41,065 sq.ft. | Leased out currently | After expiry of lease to current contractor and award of contract to successful bidder, i.e. January 2026 |
| **3.** | General Godown | Plot No. 46/2, Sector-18 Mafco Yard, Vashi, Navi Mumbai | 16145 sq.ft. | Being operated as NeKM with M/s SSSSPL under Agreement of Profit | Date of award of contract & subsequent completion of formalities with successful bidder |
| **4.** | RKVY funded – to be constructed Cold Storage | Plot A-3, (46/2), Sector-18, APMC, MAFCO Yard, Vashi, Navi Mumbai | 3000 sqm. 32,291.73Sq.ft. | Ready for Concession | Date of award of contract & subsequent completion of formalities with successful bidder  |

1. The above said Properties shall be allotted to the highest eligible bidder subject to the approval of competent authority of NAFED on “As is Where is and what is basis”.
2. The offer will be considered only, if EMD in the form of RTGS / Demand Draft of Rs 50,00,000/-(Rupees Fifty lacs only) (inclusive GST) in favour of “NAFED,” payable at Mumbai is enclosed with the submitted bid.
3. The amount shall be adjusted in Security Deposit in case of successful bidder and in case of unsuccessful bidder the same shall be refunded/returned without interest within 30 days form date of award of work to the successful bidder. In case the successful bidder fails to accept the offer, the amount of Rs. 50,00,000/- (inclusive GST) will be forfeited. The EMD of Rs. 50,00,000/- (inclusive GST) has to be deposited along with the RFP document for any bidder quoting for the above said properties.
4. Bidders should provide authorization letter of authorized signatory/GPA/Board Resolution alongwith the offer letter.
5. The details of use of the properties should be separately mentioned clearly along with the offer by the bidder in the Price bid.
6. NAFED has got the exclusive right to accept or reject the bids without assigning any reasons.
7. **Bidders are required to submit a single, consolidated bid for all four properties listed under this RFP. Partial bids or proposals limited to select properties shall not be considered. No bidder shall be permitted to bid for leasing a single property or selectively choose among the properties. The bid must cover all four properties as a combined package, and evaluation shall be conducted accordingly.**
8. **The bid shall be awarded to the bidder quoting the highest total annual license fee for the combined lease of all four properties. Evaluation shall be done solely on the basis of the total consolidated annual license fee quoted for all properties.**
9. **The properties will be allotted on “As is where is and what is basis”. All other work such as de-bonding (if any), white washing, electric fittings and any other fitting required (if any) for use of the said space shall be done by the successful bidder at his own cost including de-bonding of the warehouse with prior permission of NAFED.**
10. **The Leave and License agreement shall be executed for nine years and the said agreement may be extended further on mutual consent and the license fees shall be enhanced by 5% every year from the date of allotment.**
11. The successful bidder shall submit the interest free Security Deposit (refundable) for an amount of Rs. 50,00,000 lacs (Rupees Fifty Lacs only ) (inclusive GST) through RTGS / Demand Draft in favour of “NAFED.” payable at Mumbai within 15 working days from the date of issue of acceptance letter to the successful bidder.
12. The Power supply connection shall be obtained by the bidder as per his requirement. All electricity and water charges shall be borne by the bidder on the actual consumption.
13. NAFED reserves the right to cancel the agreement at any time by giving a notice of 30 days.
14. The security arrangement of the said properties shall be the responsibility of the bidder(s) and NAFED shall not be responsible for any loss or damage of the belongings lying in the aforesaid spaces.
15. The successful bidder shall be required to execute a Leave and License Agreement in the prescribed format provided by NAFED upon award of the contract. The relationship between the parties shall be governed by the terms and conditions stipulated in this RFP and the said Leave and License Agreement. In the event of any inconsistency or conflict between the provisions of this RFP and those of the Leave and License Agreement, the terms of the Leave and License Agreement shall prevail.The bidder shall ensure strict compliance with all applicable laws, rules, regulations, and notifications issued by statutory and regulatory authorities, including but not limited to the **Customs Department, Pollution Control Board, Fire Department, Municipal Corporation, and other local or governmental bodies**, in connection with the setting up, operation, and usage of the said premises. Any permissions, clearances, or licenses required from such authorities shall be obtained by the bidder at their own cost and responsibility. The allotted properties shall be used by the bidder **solely for the purpose expressly approved and specified in the allotment** and shall **not be used for any other purpose** whatsoever. **Sub-letting, licensing, assigning, or parting with possession** of the said properties, in whole or in part, to any third party, agency, or firm under any circumstances shall be **strictly prohibited**. Any violation of this condition shall constitute a material breach of the terms of allotment and may result in immediate termination of the arrangement and forfeiture of any deposits made. No **structural changes, modifications, or alterations** of any kind shall be permitted in the allotted properties. The bidder shall maintain the structural integrity of the premises as provided and shall not undertake any construction, demolition, or modification work without the prior written approval of NAFED. Any unauthorized structural alteration shall be deemed a material breach and may attract penal consequences, including termination of the arrangement.
16. In the event the bidder intends to vacate any of the allotted properties **prior to the expiry of the agreement period**, they may do so by either:
(a) **Serving a prior written notice of ninety (90) days** to NAFED; or
(b) **Remitting an amount equivalent to three (3) months’ license fee** for the respective property in lieu of such notice.

Such vacation shall not absolve the bidder of any liabilities accrued prior to the effective date of termination.

1. In the event the bidder commits a breach of any of the terms and conditions stipulated herein or contained in the agreement, **NAFED shall have the absolute right to terminate the agreement forthwith**. Upon such termination, the bidder shall be obligated to **immediately vacate the premises and hand over peaceful and vacant possession** to NAFED without demur. Any failure to comply shall be deemed unauthorized occupation and shall invite appropriate legal action, including recovery of damages.
2. The bidder(s) shall comply all applicable law such as Customs Rules, Factory/Labour/Wages Law etc. as per applicable rules of local State/Central Govt.
3. All expenses, including stamp duty, registration fees, and any other charges related to the registration of the Leave and License Agreement, shall be borne solely by the bidder(s).The bidder(s) shall pay the license fees for each allotted property **in advance on or before the 10th day of every month**. In the event of failure to remit the license fees or any other charges within the stipulated period, the bidder(s) shall be liable to pay interest at the rate of **18% per annum** on the outstanding amount, payable to NAFED. However, the delay in payment shall **not exceed two months from the date of issuance of the relevant bill**. Failure to clear dues within this period shall result in **automatic cancellation of the allotment** of the said property(ies), and the bidder(s) shall be required to **vacate and hand over peaceful and vacant possession** of the property(ies) to NAFED forthwith. The bidder(s) shall remain liable to pay all license fees, charges, and accrued interest **until such time as the vacant possession of the property(ies) is duly handed over to NAFED**.
4. The bidder(s) shall not be allowed to encroach the area other than the allotted area by way of dumping any material or any other way. If the bidder is found to be doing so, his allotment shall be cancelled and security deposited will be forfeited.
5. The bidder(s) are advised to conduct a thorough inspection of the said properties at the specified locations prior to submission of their offer and acquaint themselves fully with the condition and surroundings thereof. No claims or requests arising from any discrepancy, condition, or aspect of the properties shall be entertained by NAFED after the submission of the offer.Bidder(s) should quote their rates in enclosed format only.
6. Bidder(s) should sign every page of this document along with the seal and submit along with the bid.
7. Incomplete or deviating offer shall be rejected.
8. The RFP should be submitted in two separate sealed envelopes containing:-
	* Technical Bid alongwith self-attested documents with EMD of Rs.50,00,000/- (inclusive GST)
	* Price Bid as per Annexure-A.
9. The price bid will be opened only for those who have submitted the duly complete technical bid documentation
10. The RFP will be available on NAFED website: [www.nafed-india.co](http://www.nafed-india.co)m.
11. The bid shall be valid for 120 days.
12. NAFED reserves the right to reject the bids of the bidder in case of non-compliance with terms and conditions as specified in the offer.
13. LAST DATE OF RECEIPT OF RFP: 07/07/2025 upto 4.00 P.M. in the RFP Box at NAFED, 8th Floor C, Unit No.803, NAFED Naman Centre, `A’ wing, 31, opp. SIDBI / LIC Digital, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051.
14. **DATE OF OPENING OF TECHNICAL BID & PRICE BID- 07/07/2025 at 4.00 P.M in presence of attending bidders.**
15. Technical Bid Envelope:

The intending bidders will submit the self-attested photocopies of the following documents:

1. Copy of ownership registration certificate of the tenderer (supporting documents as applicable in terms of Proprietor, or registered partnership Deed (Partnership Firm) or Memorandum and Article of Association (Ltd./Pvt. Ltd. Firm).
2. Proof of payment of RFP Fee and EMD
3. Self-attested copies of Permanent Account No. (PAN), GST Registration No. and latest Income-Tax Clearance Certificate as applicable.
4. Solvency Certificate of at least Rs. 50 Cr issued by Scheduled Commercial Bank as per Annexure C.
5. Audited Balance Sheet and P/L account of last three financial years.
6. **Copy of ITR V for preceding three (3) financial years along with declaration u/s 206 AB as mandated by Income Tax Law. (Annexure - E)**
7. **The Average Annual Turnover for the last three financial years and a positive net worth certificate certified from a Chartered Accountant may also be submitted.**
8. Self-declaration certificate along with supporting work orders for three years’ experience in managing / running of Pack house / Cold Storages.
9. Signed copy of Tender document.
10. Details of Authorized Signatory and Board resolution/Power of Attorney in this regard.
11. **Price Bid Envelope- Annexure-A**

# Overview of the Bid

NAFED is issuing this Request For Proposal document (“RFP”) for inviting sealed bids from the interested bidders for undertaking the operation, maintenance and management of the four (04) properties as mentioned and detailed at Section 2 “General terms and Conditions” of this RFPCONDITIONS on Leave & License basis initially for a period of nine years and extendable for further period of three years after successful completion of nine years on mutually agreed terms and conditions with enhancement of annual rent @ 5%.

1. The intending Bidder can be a partnership firm registered under the Partnership Act or LLP registered under LLP Act of 2008 and a company registered under the provisions of the Companies Act 1956 or 2013 or a Consortium of these entities or a registered Cooperative Societies.
2. An agreement is to be executed by the Successful Bidder with NAFED Mumbai Branch with respect to all four (04) properties as detailed in this RFP In case, the Successful Bidder is a Consortium of entities of Partnership Firm / Company, the agreement is to be executed by all the members of the Consortium who shall be jointly and severally responsible & liable for the Cold Storage.
3. Interested applicants / Bidders may obtain further information from State Head, NAFED, Mumbai**,** National Agricultural Cooperative Marketing Federation of India Ltd., (NAFED).
4. The Bids shall be filled only in English language and all entries must be clearly typed in blue / black ink. The authorized representative of the Bidder must, through their initials, attest all erasures and alterations made while filling the Bids. Over-writing of figures in Bids is **not permitted.**  Failure to comply with any of these conditions may render the Bid invalid. Failure to comply with any of these conditions may render the Bid invalid.
5. 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.
6. Any query/clarification with respect to the Plants and/or RFP documents intended to be raised by the Bidder(s) should be submitted in writing to NAFED at least seven (7) days before the scheduled date for the bid submission.
7. NAFED reserves the right to cancel, terminate, change or modify this RFP process and / or requirements of bidding stated in the RFP at any stage without assigning any reason or providing any notice and without incurring any liability, of any nature whatsoever, for the same.
8. **DEFINITION AND INTERPRETATION**
	1. **Definitions**

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

**4.1.1. “Agreement”** shall mean the agreement entered into between NAFED and the Successful Bidder. In case the Successful Bidder is a Consortium, this shall mean the agreement entered into between NAFED and all members of the Consortium.

**4.1.2.“Annual Leave & License Fees”** shall mean that a Successful Bidder / Operator offers to NAFED as a consideration for being selected as the operator to undertake the operation, maintenance and management of the Cold Storage / Ware house Facilities and being vested with the rights and obligations under the agreement.

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

**4.1.3“Bidder”** shall mean a Proprietor/partnership firm registered under the Partnership Act or LLP registered under LLP Act of 2008 or a company incorporated under the Companies Act, Consortium of these entities or Cooperative societies.

**“EMD”** shall mean the form and manner stipulated in this RFPRFP.

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

**4.1.3**

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

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

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

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

**4.1.7“NAFED”** shall mean National Agricultural Cooperative Marketing Federation of India Ltd.

**4.1.8.“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.

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

**4.1.10“Taxes and Duties”** shall mean all taxes (including property taxes), duties, fees, etc. payable by the Successful Bidder/Operator in accordance with the applicable laws in India in connection with the operation, maintenance, development and management of the Cold storage & ware house Infrastructure Facilities. 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.

**4.2 Possession and Responsibilities of the Successful Bidder**

**4.2.1 Possession:** The Successful Bidder shall be granted possession of all four (4) properties on an **“as is, where is” and what is basis** for the purpose of operating cold storage and warehouse facilities, in accordance with the timelines specified in the General Terms and Conditions.

**4.2.2 Technical and Professional Responsibility:** The Successful Bidder shall bear full responsibility for engaging all necessary technical experts, consultants, and professionals required for the design, development, and operation of the NAFED warehouse and cold storage facilities.

**4.2.3 Compliance with Applicable Laws:** The Successful Bidder shall strictly comply with all applicable laws, rules, regulations, and statutory requirements relating to the operation of cold storages, employment and welfare of manpower, safety standards, and any other obligations arising during the term of the agreement.

1. **Introduction to Bidders**

**5.1** The RFP sets out the Bidding procedure. The prescribed formats for submission of Bids are annexed to this RFP.

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

Bidders can visit the Ware House/ Cold Storage at their own cost.

* 1. **Bidder’s Eligibility Criteria – Technical Bid**
		1. **General Eligibility**
1. The bidder may submit the proposals as a single entity or as a consortium of entities. In the case of a consortium, one member must be designated as the Lead Party, who shall act as the primary point of contact and be responsible for overall coordination, communication, and contractual obligations with the Nafed
2. Bidder should have paid the cost of this RFP document as stipulated in this RFP.
3. This invitation of Bid is open to all interested Bidders who may be a Cooperative Society, partnership firm registered under the Partnership Act or LLP registered under LLP Act of 2008 a company incorporated under the Companies Act or a Consortium of these entities.
4. Only such Bids that are submitted on payment of the requisite amount towards the cost of the TENDER document as specified in this TENDER will be considered for the bid evaluation process subject to their fulfillment of the other terms and conditions set forth in this TENDER document.
5. Only such Bids that are submitted with the prescribed INTEREST FREE EMD of INR 50,00,000 (Indian Rupees Fifty lacs only) (inclusive GST) in the form of Demand Draft / Pay Order issued from any nationalized bank in favour of “National Agricultural Cooperative Marketing Federation of India Ltd.” payable at Nafed Mumbai will be considered for the bid evaluation.
6. Only one bid should be submitted by an entity for entire project.
7. The bidder should be in possession of Agricultural and Processed Food Products Export Development Authority (APEDA) certification for export of agricultural and processed food products and FSSAI certification for cold storage. Additionally, the bidder should have minimum 1 star export house certification issued by Directorate General of Foreign Trade (DGFT).
8. The Bidder should be registered with Goods and Service Tax Department/ Service Tax Dept. The Bidder must be in possession of the Permanent Account No. (PAN), Registration No. and latest Income-Tax Clearance Certificate. The bidder should attach the self-attested copies thereof in the Bid.
9. A Bidder may be disqualified if, of any stage of the bidding process, it is determined by NAFED or comes to its knowledge that the Bidder has failed to continue to satisfy the Eligibility Criteria, Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by NAFED.
	* 1. **Experience/ Qualification:**

The Bidder should have at least 3 years experience in running of Pack house / Cold Storages. Self-declaration certificate along with supporting work orders to be provided.

* + 1. **Financial Eligibility**
* The Bidder should have an **Average Annual Turnover** of **INR** **250 Crore (Rupees Two Hundred and Fifty Crores only)** in the last 3 (three) financial years. Audited Balance Sheet and P/L account of last three financial years along with a CA certificate certifying the same needs to be submitted
* The bidder should have a Net worth of INR 50 Crore (Rupees Fifty Crores only) in any 2 of last 3 financial years. A CA certificate certifying the same should be submitted.
* The Bidder must submit a solvency certificate of at least INR 50 Crore from a Scheduled Commercial bank and attach the original of the same along with the Bid.
* For the purpose of financial eligibility assessment, only the financial statements and relevant financial information of the Lead Party shall be considered. The Lead Party must meet the minimum financial criteria set forth in this RFP independently. Financial strength or guarantees of other consortium members will not be considered for evaluation purposes.
	+ 1. **Non-Compliance with this RFP**

NAFED reserves the unequivocal right to terminate a Bidder’s participation in the bidding process at any stage if it is determined, at NAFED’s sole discretion, that the Bidder has failed to comply with the procedures and protocols prescribed in this RFP Document without obtaining prior written consent from NAFED.

* 1. **Cost of Bidding**

The Bidder shall be solely responsible for all costs and expenses incurred in the preparation, submission, and presentation of its Bid, including but not limited to site visits, field investigations, analyses, designs, and any related discussions or negotiations. Under no circumstances shall NAFED be held liable or responsible for reimbursing or bearing any such costs.

* 1. **Power of Attorney**

The Bidder shall submit a **duly notarized Power of Attorney**, executed on a stamp paper of appropriate value, authorizing a designated individual to act as the **official representative** of the Bidder. Such authorization shall expressly empower the representative to **sign all documents, carry out corrections or modifications, engage with NAFED on all matters pertaining to the operation and maintenance of the four (4) properties** under this RFP for the **warehouse/Cold Storage,** and to serve as the primary point of contact for all official communications.

* + 1. 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.
		2. No change in, or supplementary information to a Bid shall be accepted once submitted. However, NAFED or any authorized representatives reserves the right to seek additional information and/or certification from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by NAFED or of its authorized representatives, may be a ground for rejecting the Bid.

If any claim made or information furnished by the Bidder in its Bid, or in response to any subsequent query raised by NAFED or its authorized representatives, is found to be **false, misleading, or constitutes a material misrepresentation of facts**, the Bid shall be **liable for outright rejection**. However, **clerical errors or bona fide mistakes**, if determined to be unintentional and non-substantive, **may be condoned at the sole discretion of NAFED or its authorized representatives**, provided they are satisfied with the explanation offered by the Bidder.

* 1. **CLARIFICATION & AMENDMENT OF TENDER DOCUMENTS**

**5.6.1** Bidder requiring any clarification on the TENDER 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 TENDER. 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.

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

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

**5.6.4** Any addendum thus issued shall be part of this RFP and shall be communicated to all the Bidders by posting on the web-site of NAFED.

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

1. **BID EVALUATION PROCESS**
	1. The Bidders are required to submit their Bids in two separate sealed envelopes consisting of (i) Technical Bid based on eligibility criteria & (ii) Financial Bid and all the two placed inside an Outer Envelope.
	2. The Bidders are required to submit the Bid through this RFP only duly signed in each page, Technical Bid and Financial Bid.
	3. In the first stage of bid evaluation, each Bid (that has fulfilled the other requirements for a responsive Bid submission such as submission of EMD, etc.) will be evaluated for assessing the Technical & Financial Bids.
	4. Only such of the Bidders who qualify in the first stage of evaluation will be eligible for evaluation of their Technical Bid. Only such of the Bidders who qualify the Technical Bid consisting of the General Eligibility & Financial and Experience Qualifications as stipulated in this TENDER documents are eligible for evaluation of their Financial Bid. Evaluation of the Financial Bids will be the final stage of evaluation and the selection of the Successful Bidder will be made on the basis of highest/maximum “Annual License Fee” offered by the Bidders.
	5. Only such of the Bids qualifying as prescribed in this RFP shall be evaluated.
	6. In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the TENDER documents completely and carefully.
2. **BRIEF TERMS OF REFERENCE**
	1. **Execution of Agreement:**
		1. The Successful Bidder, on accepting the LoI, is to execute an agreement with NAFED within the stipulated time relating to operation, maintenance and management of all four (04) properties mentioned above on Leave and License basis.
		2. In case the Successful Bidder is a Consortium, all members of the Consortium shall have to execute the such agreement with NAFED.
	2. **License:**
		1. The Successful Bidder after execution of the agreement shall become entitled for a license of the Project/properties during the license period.
		2. The License to be provided to the Successful Bidder is for permitted use of Cold Storages and other facilities as detailed at Section 2 of **under the caption “General Terms and Conditions”** above and the earmarked portions. The Successful Bidder will manage, operate and maintain the ware House/ Cold Storages and other facilities of NAFED warehouse/ COLD STORAGE in conformity with the terms and conditions without detriment to the interest of NAFED.
	3. **License Period:**

The License period to be granted to the Successful Bidder for permitted use of the Cold Chain Infrastructure Facilities is for a period of 9 (Nine) years and extendable for the period of three years on mutual agreed terms and conditions with annual enhancement 5% at existing rental value.

* 1. **Payment of License Fee:**
		1. The Successful Bidder is required to deposit the **agreed License Fee equivalent to lease rent of six months as security**. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED.
		2. The Successful Bidder is liable to pay the monthly license fee to NAFED in advance on or before 10th of each English calendar month.
		3. The applicable taxes including GST/service tax on the agreed lease rent/license fee shall have to be borne by the Successful Bidder.
		4. The applicable T.D.S. as per Income-Tax Act shall be deducted from the license fee by the Successful Bidder.
		5. In case of default in payment of any monthly license fee, the Successful Bidder shall be liable to pay interest at the rate of 18% per annum for the delayed period (calculated on daily basis). However, in case the delay is beyond two months, the same shall be considered to be a default of the terms and conditions of the agreement in which case the agreement shall stand cancelled and the Successful Bidder shall vacate and hand over the possession peacefully of the cold storage with the infrastructures to NAFED. In such cases security stand forfeited.
		6. The License Fee of the Successful Bidder is liable for enhancement to the extent of 5% of the License Fee annually.

**7.5 Utility:**

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

**7.5.2** The Successful Bidder is liable to pay the security charges for the security agency if engaged by NAFED. The Successful Bidder shall bear the utility cost of Generator Set, plant & machinery, its maintenance and other related consumables etc.

**7.5.3** The Successful Bidder shall bear expenses on account of repair/ maintenance of pump house, underground /overhead water tanks, etc

* 1. **Applicable Local Rules & Regulations:**

The Successful Bidder is responsible to follow and comply with all the applicable laws in running of the Pack House/ Cold Storages, employees/contractor’s employees and local Govt. authorities.

**7.7 Taxes, Duties, etc.**

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

**Nafed in no case shall be liable for any Tax, interest or Penalty on account of transaction under this RFP as well as concessioner lease agreement, if any.**

**7.8 Insurance:**

**7.8.1** The Successful Bidder is responsible for insurance of the stored stocks and damage if so occurred during storage period of the stocks.

**7.8.2** The Successful Bidder is liable to bear the expenses for the insurance of buildings, plant & machinery on handing over to the successful bidder.

**7.8.3.** The Successful Bidder shall keep the employees deployed at warehouse/ Cold Storage fully ensured at all times during the currency of the agreement. Nafed shall not be liable for any act of omissions and commissions.

* 1. **Safety Norms & Standards**

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

* 1. **Change in Law**
		1. The Successful Bidder is responsible to follow the local rules & regulations abide by the change in law, which may be modified by any Act or any Government or local authority.
		2. The Successful Bidder is also responsible to indemnify NAFED against all losses and damages in respect of any penalty, liability and/or fine or prosecution in respect of running of warehouse House/ Cold Storages during and after the subsistence of the agreement period for the claim pertaining to the agreement period.
	2. **Creation of Third Party Interest:**

The Successful Bidder shall not sublet the Pack House/ Cold Storages in any manner during the currency of the agreement.

* 1. **Security Deposit:**

The Successful Bidder shall have to furnish a Security Deposit of License Fee equivalent to lease rent of six months as security. EMD already deposited by the successful bidder shall be adjusted against the security deposit. No interest will be paid on account of security deposit. The security deposit will be refunded after peaceful handing over possession of ware House/Cold Storages and infrastructures.

* 1. **Revocation of the License:**

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

1. If the Successful Bidder commits default in making payment of the monthly license fee to NAFED.
2. The successful bidder violates any of the terms and conditions of the agreement.
	1. **Penalty:**

The Successful Bidder is liable for levy of penalty in case of:-

1. default in payment of license fee timely to NAFED in which case, the levy of penalty by NAFED on the Successful Bidder shall be at the rate of 18% per annum;
2. Non-vacating the cold storage and handing over its peaceful possession to NAFED on expiry of the agreement period and /or termination of the agreement for breach of any terms & conditions of the agreement, in such eventualities the license fee will be double of the agreed monthly license fee.
	1. **Damages & Indemnification**
		1. The Successful Bidder is responsible for all damages, levies, duties, etc. imposed by Govt./local authority relating to the use & occupation of the project, arising on account of non-vacation after expiry of the period of license and / or termination of the agreement for violating any terms & conditions of the agreement.
		2. The Successful Bidder is also responsible for any loss suffered by NAFED on account of the damages, levies, duties, etc. so imposed on NAFED**,** pertaining to the agreement period.
	2. **Peaceful Transfer:**

Upon expiry of the license period, the Successful Bidder shall be obligated to **hand over vacant and peaceful possession** of the project site, including all infrastructure, after **removal of all movable machinery** installed by the Bidder in the Cold Chain Infrastructure Facilities. The Successful Bidder shall also **execute all requisite documents** necessary for the proper transfer of possession.

Failure to do so shall render the Successful Bidder **liable to pay liquidated damages equivalent to twice the agreed monthly License Fee** for the period of continued unauthorized occupation, until the vacant and peaceful possession is duly handed over to NAFED. Additionally, the Successful Bidder shall be **liable to restore or compensate for any damage caused to the plant and machinery**, if such damage is attributable to their act or omission.

1. **AWARD**

**8.1 Nafed’s Right to Reject Any Or All Bids:**

NAFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to selection of the Successful Bidder without thereby incurring any liability to the affected Bidder or Bidders and/or any obligation to inform the affected Bidder or Bidders of the ground for its action.

**8.2** **Issue of LOI after Evaluation of the Bids:**

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

* 1. **Obligation of the Successful Bidder:**

8.3. The Successful Bidder shall, within **fifteen (15) days** from the date of issuance of the Letter of Intent (LoI), **duly countersign and submit the LoI in token of unconditional acceptance**. Failure to do so within the stipulated period shall result in the **cancellation of the award**, and the **Bid Security amounting to INR 50,00,000 (Rupees Fifty Lakh only) inclusive of GST** deposited by the Successful Bidder shall be **forfeited without any further notice**.

* + 1. EMD already deposited by the successful bidder shall be adjusted against the Security deposit. No interest will be paid on account of Security. Security deposit will be refunded after peaceful handing over procession of Nafed Pack House/ Cold storage to the lesser.
		2. The Successful Bidder is required to execute the agreement as per Brief Terms of Reference by complying with the requirements/formalities. In case, the Successful Bidder is a Consortium, all members of the Consortium shall have to execute the agreement with NAFED Mumbai. The Successful Bidder on executing the agreement is to carry out the business operation and other obligations strictly in accordance with the terms and conditions of the agreement executed. The Successful Bidder is not allowed to carry out any unlawful activities within the Complex.
		3. On the expiry day of the licence period, the Successful Bidder should hand over the vacant & peaceful possession Ware House/ Cold Storages and infrastructures to NAFED, Mumbai and settle the dues of NAFED.
1. **GENERAL:** The successful bidder will not construct, erect any temporary shed Structure in the Pack House/ cold storage premises for grading packing purpose, without prior permission of the Licensor/Nafed. If any such structure is created without permission of Nafed it will be a breach of contract at the part of the bidder.

**9.1** If any such structure is necessary for running of the cold storage business, it can be created with prior approval of Nafed. In case any permission/NOC are required for such shed it should be obtained from the local authority and any taxes, levies applicable on such structure shall be paid by the Bidder periodically.

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

**9.3** The Licensee shall permit and co-operate to the authorized representative or agent of the Nafed to enter the said premises to view and inspect property and it`s conditions.

**9.4** The licensee shall look after cleanliness of entire area occupied and carry out all necessary maintenance of the premises.

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

1. **Force majeure:**

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

8.1. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

8.2. During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, Service Provider agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension.

8.2. The Service Provider agree and understand that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion may terminate Agreement and in such case Service Provider agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharge do fall its obligations and liabilities under this Agreement.

1. **Integrity Pact:**

All interested bidders will be required to sign and submit Integrity Pact along with their bid. It will be assumed that bidder (s) has gone through the Integrity Pact (Annexure-D) of this tender documents) and have no objections whatsoever in signing the contract. The Contractor/Applicant/Vendor will also reimburse damages caused/cost incurred by NAFED for engaging other applicant/Contractor/Vendors in case of termination of agreement.

1. **Holiday Listing:**

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

1. **Confidentiality:**

The intending bidders shall, at all times, maintain the utmost confidentiality regarding the contents of this RFP and consequent contractual obligations, if any, the arrangements contemplated by this document, any business, technical or financial information, data or knowhow, given to it by the other (hereinafter the “Confidential Information”) and shall not provide/disclose or otherwise make available all or any part of such Confidential Information to any person or entity for any personal, business, commercial or other purposes, unless with the prior written consent of such disclosing party.

13.1. Any statement or disclosure that may be required by law or called for, by the requirements of any regulatory authority may be made, subject to the condition that the parties shall provide prior written notice to the other of such requirements, and the statement or disclosure proposed to be made, which shall at all times be no more extensive than is usual or necessary to meet the requirements imposed upon the disclosing party.

13.2. During and after the term of this TENDER neither party will use or disclose the other party’s Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order.

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

13.4. Specific Agreement: Post award of work a specific and detailed agreement shall be executed between Nafed and service provider and such specific agreement shall have precedence over this tender document.

1. **Applicable Law Jurisdiction and Dispute Resolution:**

This RFP document shall be constituted and the legal relation between the parties here to shall be determined and governed according to the laws of Republic of India and only courts at Mumbai and the High Court of Mumbai shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this RFP agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

12.1. All or any disputes arising out or touching upon or in relation to the terms of this RFP and process thereof including the interpretation and validity of the terms thereof and the respective rights arid obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.

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

12.3. There shall be a separate legal clauses including dispute resolution clause post award work by way of specific agreement.

**15. INDEMNITY:**

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

## DECLARATIONS AND UNDERTAKINGS:

* 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:
	2. 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.
	3. Any of the present and past Directors / 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 (les) has/have/had ever been blacklisted by NAFED in the past for any reason.
	4. 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 (les). In such a scenario, the declaration as mandated above at (a&b) shall not be required.
	5. 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 (les) 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.

**Annexure A: Price Bid**

# On company Letter Head

# No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_

To,

NAFED Mumbai

Dear Sir,

With reference to the tender no…………………Dated..……..,We, M/s………………………………………offer the following license fees to take the following properties of NAFED situated across Navi Mumbai for the below-mentioned/enclosed purposes on license fees basis in accordance with the terms & conditions mentioned in the above tender document. We are also enclosing RTGS / Demand Draft No……………………dated………….drawn on……………..(Name of Bank) for Rs 50,00,000/-drawn in favour of NAFED, payable at Mumbai as EMD.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.****No.** | **Details of the Property** | **Address** | **Annual License Fees****(Amount in Rupees)** | **With GST** |
| 1. | Bonded godown | Plot No. B-3 (B-1), APMC, Turbhe Vashi, Navi Mumbai  | Rs per month(Rupees …………………………..…only) |  |
| 2 | Cold Storage | Plot No. B-3 (B-1), APMC, Turbhe Vashi, Navi Mumbai | Rs per month(Rupees …………………………..…only)  |  |
| 3 | General Godown | Plot No. 46/2, Sector-18 Mafco Yard, Vashi, Navi Mumbai | Rs per month(Rupees …………………………..…only)  |  |
| 4. | RKVY funded – to be constructed Cold Storage | Plot A-3, (46/2), Sector-18, APMC, MAFCO Yard, Vashi, Navi Mumbai | Rs per month(Rupees …………………………..…only)  |  |
| **Total Combined Annual License Fees**  |  |  |

We understand that the H1 will be decided on the consolidated annual license fee, subject to technical eligibility. We also understand that any quote less than reserve price will be summarily rejected.

It is hereby certified that I have seen the condition of above said properties and am well versed with the locality. I agree to pay the above mentioned license fees in accordance with the terms &conditions mentioned in the tender document. I also agree that costs for all other work at the above said properties will be borne by me and I will pay applicable GST, Statutory liabilities, as applicable in addition to the license fees quoted above.

Yours faithfully,

Signature

**ANNEXURE – B**

**LOCATION-WISE**

**The inventory of equipments and spare parts shall be provided at the time of handing over the four sites to the successful bidder.**

**This will be filled, prepared and completed at the time of handing over the possession**

**Annexure – C**

**Format of Solvency Certificate by Bank**

**Date: Ref:**

**TO WHOMSOEVER IT MAY CONCERN**

**Sub.: Solvency Certificate**

This is to certify that (Name of the Person), son/daughter of Mr…………......... is solvent to the extent of INR............... and to the best of our knowledge and information. This certificate is issued at the specific request of the sponsor i.e. (Name of the Person) exclusively for submission to National Agricultural Cooperative Marketing Federation of India Ltd (NAFED). However, the certificate does not amount to a commitment on our part and does not constitute a statement of liability on the part of the bank

(signature)

(Name of the Bank Manager)

(Designation)

Bank

**(Official Seal)**

**Annexure - D**

# 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 Acts, 2002 (as amended up to date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through ................. (hereinafter referred to as the “The Principal”, as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART

# And

#  ......................a company incorporated under the Companies Acts, 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

# A. The Principal intends to award, under laid down organizational procedures, contract/s for …………………………………….. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Applicant(s) and/or Contractor (s).

# B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the Applicants/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

# Article: 1- Commitments of the Principal

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

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

# b) The Principal will, during the tender process treat all Applicant (s) with equity and reason. The Principal will in particular, before and during the tender 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 tender process or the contract execution.

# c) The Principal will exclude from the process all known prejudiced persons.

# 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Acts, 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 tender process and during the contract execution.

# a) 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 tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

# b) The 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.

# c) The Applicant(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Acts; 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.

# d) 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.

# e) 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.

# f) 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 tender 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 tender process or take action as per the laid down procedure.

# Article: 4- Compensation for Damages

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

# 2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee in form of Electronic Bank guarantee with RTGS code through SFMS.

# Article: 5 – Previous transgression

# 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 tender process.

# 2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

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

# 1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.

# 2. The principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.

# 3. The Principal will disqualify from the tender 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 a Applicant, Contractor or subcontractor, or if an employee or a representative or an associate of a 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, whenever required. It will be obligatory to him /her to treat the information and documents of the Applicants / Contractors as confidential. He /she will 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 Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.

# 4. The Monitor is under contractual obligation to treat the information and documents of the 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 interest ‘. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, NAFED and recues himself/herself from that case.

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

# 6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

# 8. If the Monitor has reported to the Managing Director, NAFED, a substantiated suspicion of an offence under relevant IPC/PC Acts, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.

# 9. The word “Monitor” would include both singular and plural.

# Article: 9 – Pact Duration

# 1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other 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 Laws. 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. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

# 4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

# 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# (For & on behalf of the Principal) (For & on behalf of the Applicant/Contractor)

# (Office Seal) (Office Seal)

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

# Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Witness 1:

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

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Witness 2:

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

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - E**

**(ON YOUR COMPANY’S LETTER HEAD)**

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

To,

M/s NAFED

India.

Dear Sir/Madam,

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

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

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

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

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Entity)

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

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

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

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

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