

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING   
FEDERATION OF INDIA LTD.**Regd. Office: NAFED House, Siddhartha Enclave   
Ring Road, Ashram Chowk, New Delhi-110 014   
Website: [www.nafed-india.com](http://www.nafed-india.com./)  
Email: [nafbang@nafed-india.com](mailto:nafbang@nafed-india.com)

**REQUEST FOR PROPOSAL (“RFP”**)  
FOR

**“SELECTION OF BIDDER FOR DEVELOPMENT OF WAREHOUSING FACILITY THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PLOT BEARING NO. Mpl No. 12-7-2-4, Sy. No. 197-A & 197-B, RAICHUR CO-OPERATIVE OIL COMPLEX, HYDERABAD ROAD, RAICHUR – 584102, KARNATAKA”**

RFP No. Naf/Bang/Mkt/2025-26   
Dated 11.08.2025

# NOTICE OF DISCLAIMER

1. The information contained in this Bid 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 Bid document and all other terms and conditions subject to which such information is provided.
2. No part of this Bid and no part of any subsequent correspondence by NAFED, or NAFED Representatives, shall be taken as providing legal, financial or other advice nor as establishing a contract or contractual 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid Process. Applicants must undertake their own studies and provide their proposals. This Bid 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 Bid Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Bid. 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 Bid 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 Bid 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. Unselected 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 Bid 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.

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DEFINITIONS

The following terms are defined for use in this RFP:

|  |  |  |
| --- | --- | --- |
| “Affiliate” | : | shall mean a company that either directly or indirectly.   1. controls or 2. is controlled by or 3. is under common control with a Bidding Company (in the case of a single company) or a member (in the case of a Consortium) and “control” means ownership by one entity of at least twenty-six per cent (26%) of the voting rights of the entity. |
| “Applicable Laws” | : | shall mean all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Bidders hereunder, as may be in force and effect during the subsistence of this RFP; |
| “Appointed Date” | : | shall meanthe next day after Compliance Date is achieved and shall be deemed to be the date of commencement of the Concession Period; |
| “Authorised Signatory” | : | refers to the person signing the Bid Documents should be the duly authorized representative of the Bidder. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be signed by the Authorised Representative only. |
| “Bid” | : | shall mean Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof; |
| "Bid Deadline" | : | shall mean the last date and time for submission of Physical Bid in response to this RFP, specified in Bid Overview; |
| “Bidder(s)/Applicant(s)” | : | shall mean either Company or a Society or a Partnership firm or a Limited Liability Partnership or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium submitting a Bid in response to this RFP; |
| “Bidding Consortium/ Consortium” | : | shall refer to a group of entities (including their permitted successors and legal assigns) that has collectively submitted Bid in response to RFP; |
| “Bidding Documents/ Bid Documents” | : | refers to this document including all the requirements, terms, and conditions for submitting a Bid; |
| “Bidding Entity” | : | shall refer to such single entity (including its permitted successors and legal assigns) that has submitted Bid in response to RFP; |
| “Bidding Process” | : | refers to structured procedure through which NAFED invites, receives, and evaluates Bids for the award of the contract. The process includes the issuance of the Bidding Document, submission of Bids by interested parties, assessment of Bids based on predetermined criteria, and selection of the Selected Bidder; |
| "Commercial Operation Date (COD)" | : | refers to the date confirmed by a NAFED official, following a site visit, after receiving the intimation from the Concessionaire regarding the commissioning and readiness of the Project in terms of its commercial operations; |
| “Compliance Date” | : | refers to date when all the condition precedent are complied with or three (3) months from date of execution of Concession Agreement, whichever is earlier; |
| “Condition Precedent” | : | refers to Article 4 of Concession Agreement; |
| “Concession Agreement” | : | refers to the Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this RFP; |
| “Consents, Clearances, Permits” | : | shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and performance of the Project including without any limitation on the construction/development, ownership, operation and maintenance of the Project Site; |
| “Development Period” | : | refers to period of one (1) year from Compliance Date, with the possibility of an extension of up to three (3) additional months, subject to approval of NAFED. This extension may be granted based on the progress of the work and any unforeseen delays, as determined by NAFED. If the development (includes construction, renovation, refurbishing, augmentation, up-gradation, installation and other activities) is not completed within the initial one-year period, the Concessionaire may request an extension, but the total duration, including the extension, shall not exceed 15 months. |
| “Good Industry Practice” | : | shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient manner |
| “Area” |  | Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka. |
| “Lead Member of the Bidding Consortium” or “Lead Member” | : | shall refer to the member within the Consortium who possesses the required technical experience as specified in this RFP and shall sign the Concession Agreement on behalf of Consortium; |
| “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. |
| “Member in a Bidding Consortium/ Member” | : | shall mean each entity in the Bidding Consortium; |
| “NAFED” | : | refers to National Agricultural Cooperative Marketing Federation of India Ltd. |
| “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). |
| “Project” | : | refers to the Warehousing Facility to be developed within Development Period at the Project Site by the Selected Bidder. |
| “Project Site” | : | refers to the land and structures available on “AS IS WHERE IS” at Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka. |
| “RFP” | : | shall mean Request for Proposal document along with all schedules, formats, schedules and RFP documents attached; |
| “Reserve Price” | : | Refers to the minimum benchmark price set by NAFED (i.e., 50,00,000 (Fifty Lakhs) per annum |
| “Similar Project” | : | shall refer to the development, operation or management of Warehousing Facilities. |
| “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 documents. |
| “Warehousing Facilities” | : | include storage spaces for goods, such as Cold Storage, Bonded/ General/ Agri warehouses. |

# INSTRUCTIONS FOR BID SUBMISSION

1. The complete Bid Document can be viewed from website [**www.nafed-india.com**](http://www.nafed-india.com)**.**The RFP can be viewed and downloaded only from the website [**www.nafed-india.com**](http://www.nafed-india.com).The intending 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 have to submit Bids through offline and online (by email) mode only as per the following details and no Bids in digital format will be entertained.
3. **OFFLINE BID SUBMISSION**
   1. This document has been floated on the portal:

[**https://www.nafed-india.com/tenders**](https://www.nafed-india.com/tenders)**.**

* 1. If any Bidder wishes to participate in NAFED Bid, the detail for submission is given below:

Offline Submission Address– Shri. **V Vinay Kumar**

State Head, NAFED Bangalore

NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road,

Bangalore – 560 052

Email: - [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com)

***Note:*** *Documents to be dropped in the tender box at* NAFED Bangalore.

**ONLINE BID SUBMISSION**

Interested bidders are required to submit their proposals/bids online by sending an email to nafbang@nafed-india.com with the subject line: “**RFP for** ***Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur, Karnataka***”. All bid documents must be compiled into a single PDF file, which must be **password-protected** to ensure confidentiality. The password must not be included in the initial submission; it will be requested and collected after the bid submission deadline by the authorized representative. Bids received after the stipulated deadline or without proper password protection will not be considered for evaluation.

1. 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 Bid 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.
2. All communications, including requests for clarification and submission of application documents, should be addressed to

NAFED Bangalore

Email id: [nafbang@nafed-india.com](mailto:nafbang@nafed-india.com)

Contact No. 9866448446

1. To participate in the Bidding process, it is mandatory for the Bidder to submit all desired documents within stipulated time period.
2. Complete Bid 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.
3. Corrigendum/Addendum to this document, if any, will be published on website [**www.nafed-india.com**](http://www.nafed-india.com)**.**
4. NAFED reserves the right to reject any or all the Bids without assigning any reason thereof.
5. NAFED reserves the right to scrap the complete RFP process any time without assigning any reason thereof.
6. 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 Authorised Signatory. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
7. Bids received by NAFED after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
8. The Bids shall be filled only in English language. The Authorized Signatory 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.
9. 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.
10. Only those Bids which have been submitted in compliance of this RFP are eligible for consideration.
11. **Disqualification Conditions:**
    1. Bidders who have been blacklisted or otherwise debarred by NAFED, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of Bid be in eligible from participation of Bidding process.
    2. 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/ongoing 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.
    3. If the CEO or any of the Directors/ key managerial personnel’s or Promoters 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.
    4. 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.
    5. In the event of a conflict of interest (the “Conflict of Interest”) among the Bidders, then the Bidder shall be disqualified and the EMD of the Bidder shall be liable to be forfeited.

# BID OVERVIEW

|  |  |
| --- | --- |
| RFP No. | Naf/Bang/Mkt/2025-26 2025-26 dated 11.08.2025 |
| Name of work | **Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka.** |
| Issuance of RFP Document | 11.08.2025 |
| Pre-Bid Meeting | Applicants who are interested in participating in the Pre-Bid Meeting should confirm the same by sending an email to [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com) |
| Last date for receiving queries/ clarifications. | 01.09.2025 |
| Bid submission end date & time | 02.09.2025 15:00 Hrs (IST) |
| Date and time of Technical Bid opening | 02.09.2025 15:00 Hrs (IST) |
| Date and time of Financial Bids opening | 01.09.2025 15:00 Hrs  (IST) |
| Bid document fee | **Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)** |
| EMD | **Rs.5,00,000/- (Rupees Five Lakh Only)** |
| Technical Eligibility | As per the details given in Clause 3 “Eligibility Criteria” |
| Financial Eligibility | As per the details given in Clause 3“Eligibility Criteria” |
| 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 as “Technically Qualified”. |
| Method of Selection Bidder  (Bid Parameter) | **Highest Annual Concession Fee (ACF)** |
| Minimum Guarantee | Rs. 50,00,000 (Fifty Lakhs) / Annum or \_\_% of the Gross Revenue Share, whichever is higher, payable for Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka. |

# INTRODUCTION

## Background

* + 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.
    2. NAFED is the rightful owner of the Project Site and intends to get Project developed on Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) basis. Thus, NAFED seeks participation from Company/Society/ a Partnership firm/ Limited Liability Partnership to develop the Warehouse Facility at its Project Site.
    3. In view of the above, NAFED is issuing this RFP for “Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model” at Project Site. The details and other required information on the Project Site are elaborated in further sections of this RFP.

## Project Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Project |  | Total Area | Tentative Total (Estimated Project Cost in Rs.) | Concession Period |
| “Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka. | Raichur Co-operative Oil Complex, Hyderabad Road, Raichur | 8.25 acres | 15 – 20 Crores | 20 years |

## Project Site Details

|  |  |
| --- | --- |
| **Site Location** | Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B |
| **Situated at** | Raichur Co-operative Oil Complex, Hyderabad Road, Raichur |
| **Land Type** | Industrial |
| **Co-ordinates** | North-South on the Eastern Side – 5090 ft. & on the Western – 580 ft. East-West on the Northern side 670 ft. & on the Southern side 650 ft. (formerly Sy. No. 197-A & 197-B of Raichur |
| **Total plot area** | 8.25 acres |
| **Boundaries** | North – Vacant plot 7 godown of RAPCMS  South- Private Land  East – Vacant Plot & ARC godown of RAPCMS  West – Vacant Plot of RAPCMS & Railway Line vide Master Plan of the land belonging to RAPCMS |
| **Purpose of Land allotment** | Land & Building of Oil Mill sold to NAFED in 1987 which is nearly 38 years by Govt. of Karnataka on AS IS WHERE IS BASIS |
| **Ownership Status** | Own property |
| **Permissible FAR** | As per the applicable building regulations |
| **Permissible Building Height** | As per the applicable building regulation |

***Note****: The Selected Bidder will be solely responsible for making any changes if required and pay all costs, expenses, and charges associated with this.*

## Scope of Work

* + 1. The Selected Bidder shall:

1. Takeover of the Project Site on “**AS IS WHERE IS**” basis and plan, design, finance (100%) develop the Project within the Development Period, conforming to relevant Laws and Regulations such as Building By-laws, etc.
2. Install relevant assets, equipment, facility and arrange clearances/approvals related to the Project.
3. Operation and maintenance of the Project for a pre-determined Concession Period as per the terms and conditions specified in this RFP and the Concession Agreement.
4. Comply with all requirements and norms laid down by the competent authorities for the development, operation, and maintenance of the Project.
5. The scope of work in this RFP shall be limited to the existing scope. In case of any approved land use change at a later stage, revenue sharing with NAFED shall be recalculated based on the commercial land use value prevailing at that time.

## Any approved land use change at a later stage, revenue sharing with NAFED shall be recalculated Location/Site Visit, Due Diligence and Verification of Information

* + 1. Bidders are once again encouraged to submit their respective bids after visiting the Project Site, 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, study documents including lease agreement or any other matter considered relevant by them.
    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. No photocopies of property documents or any other document in connection to it shall be allowed.
    3. It shall be deemed that by submitting a Bid, the Bidder has:

1. made a complete and careful examination of the Bidding Documents and the RFP.
2. received all relevant information requested from NAFED.
3. 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 Project Site.
4. satisfied with all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations thereunder.
5. carried out proper due diligence.
6. 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 toin Project Site 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. 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.
     2. Interested Applicants/Bidders may contact for site visit to the following: -

|  |
| --- |
| **Shri. V Vinay Kumar**  **State Head, NAFED Bangalore**  **NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road,**  **BANGALORE – 560 052**  **Email: -** [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com)  **Ph. No: 9866448446** |

# INSTRUCTIONS TO BIDDERS

## Bid Documents

* + 1. The following documents collectively form the Bid Document: -

1. Request for Proposal
2. Integrity Pact, Technical Bid& Financial Bid, Schedules (1, 2 & 3) [RFP Part I]
3. Draft Letter of Award [RFP Part- II]
4. Draft Concession Agreement [RFP Part-III]

## Integrity Pact

* + 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(s) has gone through the Integrity Pact (*as per the format is given in this Bid Document*) and has no objections whatsoever in signing the contract.

## Bid Document Fee

* + 1. The Bidder is required to pay a Non-refundable Bid Document Fee of Rs. 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 BID DOCUMENT FEE:** | |
| Beneficiary Name | NAFED |
| **Current Account No.** | **0431101208861** |
| Center (Location) | Bengaluru |
| Bank | Canara Bank |
| Branch | Cunningham Rd, Bengaluru-560052 |
| IFSC Code | CNRB0000431 |

***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.***

## Earnest Money Deposit (EMD)

* + 1. The Bidder is required to pay an interest free Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs 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 |
| **Current Account No.** | **0431101208861** |
| Center (Location) | Bengaluru |
| Bank | Canara Bank |
| Branch | Cunningham Rd, Bengaluru-560052 |
| IFSC Code | CNRB0000431 |

***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.***

* + 1. The EMD of H2 will be returned within 15 (fifteen) days of signing the Agreement with the Selected Bidder. The EMD of the Selected Bidder will be returned only after receiving the Security in the form of Bank Guarantee as per the Concession Agreement.
    2. The EMD submitted by a Bidder shall become liable for forfeiture in the event of the following:
       1. If the Bidder withdraws his Bid during the period of Bid Validity.
       2. If the Selected Bidder, upon being issued the LoA, fails to accept the LoA and on or after acceptance of the LoA, fails to execute the Concession Agreement with NAFED within the period of 15 (fifteen) days from the date of issuance of LoA.

## Pre-Bid Meeting

Bidders who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email to [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com)latest by date and time outlined in Bid Overview.

* + 1. The link for the online Pre-Bid Meeting for those Bidders not opting for offline Pre-Bid Meeting will be shared via email.
    2. NAFED will hold an online Pre-Bid meeting, with the prospective Bidders at the given time and date (*as outlined in Bid Overview*) to discuss the requirement and purpose of the RFP. The address for the offline Pre-Bid meeting is as follows:

**Venue:**

**NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road,**

**BANGALORE – 560 052**

**Email: -** [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com?subject=nafbang@nafed-india.com)

## Clarifications

* + 1. Any queries regarding the RFP can be addressed to **Shri. V Vinay Kumar, State Head, NAFED Bangalore**, via e-mail to [**nafbang@nafed-india.com**](mailto:nafbang@nafed-india.com?subject=nafbang@nafed-india.com), with the subject line and the format given below:

**“Queries concerning RFP for Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Clause/Page No.** | **Content of the RFP requiring Clarifications** | **Change/Clarification requested** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |

*(e-Mail with any other subject line will not be entertained).*

* + 1. The NAFED shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the NAFED reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the NAFED to respond to any question or to provide any clarification.
    2. The NAFED may, on its own, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by the NAFED shall be deemed to be part of the RFP. Verbal clarifications and information given by the NAFED or its employees or representatives shall not in any way or manner be binding on the NAFED.

## Rejection of Bids

* + 1. Notwithstanding anything contained in this RFP, the NAFED reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
    2. The NAFED reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## Validity of Bids

* + 1. The Bid shall remain valid for a period of ninety (90) days from the Bid Due Date extendable by another sixty (60) days at the sole discretion of the NAFED.
    2. In exceptional circumstances without prejudice, prior to the expiry of the Bid Validity Period of ninety (90) days, NAFED may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse such request without incurring the risk of forfeiture of EMD. A Bidder agreeing to the request will not be allowed to modify its proposal but would be required to extend the validity of its EMD for the period of extension and comply with the terms of this document in all respects.

# ELIGIBILITY CRITERIA

## Bidder Eligibility

* + 1. For determining the eligibility of Bidder, the following shall apply:

1. The Bidder may be a single entity or a group of entities (the “Consortium”) not more than 2 (two) members coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium can be member of another Bidder. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.
2. A Bidder may be a Company registered under Indian Companies Act, 1956/2013 or a Society registered under the Cooperative Societies Act, or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts. Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1.1(d)(vi) below.
3. The Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
   1. The Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than five percent (5%) of the paid up and subscribed share capital of such Bidder, Member or constituent, as the case may be) in the other Bidder, its Member or constituent is less than five percent (5%) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 72 of the Companies Act, 2013. For the purposes of Clause 3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause(a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause(b)if the shareholding of such person in the intermediary is less than twenty six percent (26%) of the subscribed and paid up equity shareholding of such intermediary; a constituent of such Bidder is also a constituent of another Bidder; or
   2. Such Bidder, or any constituent thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any constituent thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any constituent thereof; or
   3. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
   4. Such Bidder, or any constituent thereof, has a relationship with another Bidder, or any constituent thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
   5. Such Bidder or any constituent thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
   6. Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any constituent thereof in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or constituent in the past but its assignment expired or was terminated six (06) months prior to the date of issue of this RFP. Nor will this disqualification apply where such an adviser is engaged after a period of twelve (12) months from the date of completion of Bid submission.
4. In case a Bidder is a Consortium, then the term Bidder as used in this clause, shall include each Member of such Consortium. The following are the additional requirements:
   1. The number of members in a Consortium shall not exceed two (02);
   2. The Bid submitted by the Consortium should contain the information required for each Member of the Consortium;
   3. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
   4. An individual Bidder cannot at the same time be Member of a Consortium applying for the Bid; and
   5. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified under Bid Form5 (the “Joint Bidding Agreement”). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
   6. clearly outline the proposed roles and responsibilities, if any, of each Member;
5. The Lead Member shall be authorized by other member of the Consortium to incur liabilities and receive instructions for and on behalf of any and other member of the Consortium;
6. In case the Consortium is selected as the Selected Bidder, the Lead Member along with other Consortium members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the RFP;
7. Any change in the Member(s) of Consortium after submission of the Bid shall result in disqualification of the Bidder; and;
8. The Bid shall be legally binding on all the members of the Consortium
9. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

## Technical Eligibility Criteria

* + 1. For demonstrating Technical Eligibility and Experience (the “Technical Eligibility Criteria”), the Bidder should have experience over the past five (05) Financial Years preceding the Bid Opening Date, should have developed or operated and maintained Similar Projects as mentioned below:

| **S.**  **No.** | **Technical Eligibility Criteria** | | | **Documentary Evidence to be attached** |
| --- | --- | --- | --- | --- |
| **A** | **Development / Operation and Maintenance** | | | |
| 1 | 1. One (01) Similar Project having Project cost not less than 80% of the Total Estimated Project Cost as per Clause 1.3.   **OR**   1. Two (02) Similar Projects, each having Project cost not less than 50% of the Total Estimated Project Cost as per Clause 1.3.   **OR**   1. Three (03) Similar Projects, each having Project Cost not less than 40% of the Total Estimated Project Costas per Clause 1.3. | | | * Annual Audited Financial Report for the last 5 years i.e. FY 2019-20, 2020-21, 2021-22, 2022-23, & 2023-24 * Certificate from Statutory Auditor of Bidder as per format mentioned in Bid Form 3. |
| *"Similar Projects" shall refer to the development, operation, or management of Warehousing Facilities.* | | | | |
| *Note: In the case of a Consortium, the Lead Member of the Consortium must meet the requirements of Criterion A for the Consortium to qualify.* | | | | |
| **B** | | **Undertaking of non-blacklisting** | | |
| 1 | | The Bidder should not have been blacklisted by any Central/ State Government. | Self-Certification duly signed by authorized representative | |
| 2 | | The Bidder should not have been blacklisted by NAFED. |

* + 1. Project Description should be included in Bid Form 3, which refers to the location and type of Warehousing Facility.

## Financial Eligibility Criteria

* + 1. Financial Eligibility Criteria required to be met by the Bidder are given on the table below:

| **S.**  **No.** | **Financial Eligibility Criteria** | **Documentary Evidence to be attached** |
| --- | --- | --- |
| 1 | Net Worth of at least INR 3 Crores for the Financial Year 2023-2024. | The Bidder shall be required to submit the Bid Form 4 duly certified by the Statutory Auditor based on the Annual Audited Financial statements. |
| 2 | The Average Annual Financial Turnover during the last three (5) years, ending 31st March of the previous financial year, should be at least INR 60 Crores. | The Bidder shall be required to submit the Bid Form 4 duly certified by the Statutory Auditor and Auditor’s Report and Audited Financial Statements for FY 2019-20, 2020-21, 2021- 22,2022-23,2023-24 of the Bidder. |
| *Note:*   1. *In the event when the Bidder is a Consortium, the Financial Eligibility Criteria shall be met by every member of the Bidding Consortium in proportion to their shareholding in the Consortium.* 2. *Bidders with prior experience of implementing PPP projects with a Government or Public Sector organization will be given preference.* | | |

# OPENING AND EVALUATION OF BIDS

## Bid Submission and Opening

* + 1. The Bidders shall submit their Bids in the following manner: -

1. Technical Bid (**Cover-1**) –Refer “Checklist of Submission” which is given in RFP Part I: Appendices.

***Note****: No information related to the Financial Bid (Cover-2) should be added in Technical Bid(Cover1), if found so shall lead to disqualification of the Bidder.*

1. Financial Bid - (**Cover-2**) of the Bid shall contain only the Financial Bid in Bid Form:10. This must be submitted in **a sealed envelope in physical form only;** do not submit it online.
   * 1. Cover-1 and Cover-2 must be submitted in physical format within the sealed envelopes (Cover-3).
     2. Bids/Eligibility Proposals (Cover-1) will be opened on the date and time outlined in the Bid Overview. The Financial Bids (Cover-2) of only those Bidders who are found to be eligible as per their qualification shall be opened at a subsequent date after evaluation of technical eligibility criteria. The date of opening of Financial Bids will be decided by the NAFED and communicated to all the eligible Bidders either through e-mail or on the website.

Hard copies must be submitted either as originals or notarized copies. A total of three covers is required: Cover-1 will contain the Technical Bid, while Cover-2 will contain the Financial Bid. Both Cover-1 and Cover-2 should be placed inside Cover-3, which should be clearly labeled **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”.**

* + 1. This should be submitted to our office addressed to **Shri. V Vinay Kumar, State Head, NAFED Bangalore, NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road, BANGALORE – 560 052**
    2. The Bidder should submit a **Power of Attorney**, authorizing the signatory of the Bid to commit the Bid. The Power of Attorney should be supported by a Board Resolution confirming the Authorized Signatory. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed in this Bid Document.
    3. The Bidders must submit a copy of the Aadhaar Card of the authorized signatory along with the Power of Attorney.

## Number of Bids and Costs thereof

* + 1. No Bidder shall submit more than one (01) Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium as the case may be. In response to this Bid any Bidder who submits or participates in more than one Bid shall be disqualified.

## Opening and Evaluation of Technical Bid

* + 1. The NAFED shall open the Technical Bid received offline/Online at the date and time outlined in the Bid Overview. The NAFED will subsequently examine and evaluate the Bids in accordance with the provisions set out in this based on Clause 3.
    2. To facilitate evaluation of Bids, NAFED may, at its sole discretion, seek clarifications/missing documents from any Bidder regarding its Bid.

## Evaluation parameters

* + 1. **Bid System**: - Bidding process for the selection of the Bidder for the Project will be carried out through Single Stage (Two Bid) system consisting of “Technical Bid” in the Cover-1 and “Financial Bid” in the Cover-2.
    2. The Bidder’s competence and capability are proposed to be established by the following parameters:
       1. Technical Eligibility Criteria; and
       2. Financial Eligibility Criteria
    3. The Bidders who qualify the Technical Eligibility Criteria shall be invited for Financial Bid opening at the date and time to be intimated later to Technically Qualified Bidders.
    4. 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.

## Evaluation of Financial Bids and Issuance of Letter of Award (LoA):

* + 1. The Bidder quoting the Highest Annual Concession Fee (ACF)provided in the Bid is responsive in terms of the INSTRUCTIONS TO BIDDERS (ITB) and the Bid Forms [RFP Part - I], shall be declared as the Selected Bidder and the NAFED shall issue a Letter of Award (LoA) [as per the RFP Part -II] after opening of the Financial Bid.
    2. The Selected Bidder shall enter into the Concession Agreement after issuance of LoA, and to perform all its obligations under LoA and the Concession Agreement.
    3. In the event that two (02) or more Bidders quote the same Annual Concession Fee (ACF) (the “Tie Bidders”), the NAFED shall proceed with the Bidder having the highest turnover. The Bidder amongst the Tie Bidders, who possess the highest turnover, will be declared as the Selected Bidder and the NAFED shall issue a LoA to aforesaid Selected Bidder after opening of the revised Financial Bid.
    4. LoA shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within seven (07) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Selected Bidder is not received within the stipulated date, NAFED may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD).
    5. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favor of the Selected Bidder in any manner whatsoever, and NAFED will continue to have complete ownership of the Site. However, the NAFED will hand over the Site to the Concessionaire on the Compliance date as defined in the Concessionaire Agreement.
    6. Evaluation of bids shall prioritize financial viability of the bidder over prior experience in implementing PPP projects with Government or Public Sector organisations.

## Execution of Concession Agreement

* + 1. The Concession Agreement [as per the RFP Part-III] will be signed by the NAFED with the Selected Bidder, within fifteen (15) days from the date of receiving the signed LoA from the Selected Bidder. The Selected Bidder will be referred to as the “Concessionaire” in the Concession Agreement.
    2. Please take note that the issuance of the Concession Agreement does not grant or vest any ownership rights and/ or possession rights over the Site in favor of the Concessionaire in any manner whatsoever, and NAFED will continue to have complete ownership and possession of the Project Site.

## Approvals and Permits

* + 1. It shall be the sole responsibility of the Concessionaire to procure all the applicable approvals and permits regarding the development of the Project as specified in the Concession Agreement at its own cost.

## Development of the Project

* + 1. The Concessionaire shall undertake development of the Project within the Development Period. The Concessionaire shall ensure that the development is carried out in compliance with all Applicable Laws and Good Industry Practices.
    2. From the signing of the Concession Agreement until the end of the Development Period, the Concessionaire will not be liable to make any payments to NAFED.
    3. If the development is not completed within the Development Period, the Concessionaire shall be liable to pay a Monthly Rental equivalent to the Monthly Concession Fee until the Commercial Operation Date (COD) is achieved. However, upon payment of the Monthly Rental, the development and any other pending development must be completed within three (03) months (i.e., within 15 months from the Appointed Date). Failure to do so shall be considered a default by the Concessionaire, leading to termination as per Clause 11.1.5 of the Concession Agreement.
    4. The Monthly Concession Fee (calculated as Annual Concession Fee/12) must be paid in advance to NAFED on or before the 7thof each English calendar month.
    5. In case of default in payment of any Monthly Concession Fee, the Successful 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 (3) months, the same shall be considered to be a default of the terms and conditions of the Concession Agreement in which case the agreement shall stand cancelled, and the Successful Bidder shall have to vacate and return the possession peacefully to NAFED in the same condition as it was originally received at the time of the Appointed Date.

## Security

* + 1. The Concessionaire shall submit security in the form of an irrevocable and unconditional Bank Guarantee equivalent to **50% of Annual Concession Fee (i.e., Annual Concession Fee/2)**. No interest will be paid in Security.
    2. The Security in the form of BG shall be valid for an initial period of 03 (Three) years with an additional claiming period of 03 (three) months and shall be renewed after every three (3) years, with an increase of 15%. This process shall continue until the end of the Concession Period.
    3. The Security will be returned after peaceful handing over the possession of NAFED’s site and settlement of all statutory dues of government agencies.
    4. For example,

1. *Initial Bank Guarantee:* Suppose the initial Annual Concession Fee is ₹10,00,000. The Bank Guarantee amount is 50% of this, which is ₹5,00,000. This BG is valid for three years.
2. *First Renewal After Three Years:* After three years, the Annual Concession Fee increases by 15% to ₹11,50,000. The new Bank Guarantee amount will be 50% of this revised fee, i.e., ₹5,75,000. The Concessionaire must submit this updated BG 60 day before the current BG expires.
3. *Second Renewal After Six Years:* After another three years (six years total), the Annual Concession Fee increases by another 15%, making it ₹13,22,500. The Bank Guarantee amount will now be 50% of this, i.e., ₹6,61,250. The Concessionaire must again submit this updated BG sixty (60) days before the expiry of the existing one.
4. *Process Continues Until End of Concession Period:* This process of adjusting the Bank Guarantee to reflect 50% of the revised Annual Concession Fee will be repeated every three years until the concession period ends.

## Contacts during Bid Evaluation

* + 1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the NAFED makes official intimation of award /rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, NAFED and/ or their employees / representatives on matters related to the Bids under consideration.

## Confidentiality

* + 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 as required under the Bidding process or if it is directed to do so by any statutory authority that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory authority and/ or the Authority or as may be required by law or in connection with any legal process.

## Correspondence with the Bidder

* + 1. Save and except as provided in this RFP, the NAFED shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## Notices

* + 1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e-mail / hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID (s) followed by written confirmation duly signed by the authorized signatory.

## Damages and Indemnification

* + 1. The Selected Bidder is responsible for all damages, levies, duties, etc. imposed by the Govt. (State or Central) /local authority, relating to the use & occupation of the Project Site, arising on account of non-vacation after expiry of the period of lease and / or termination of the agreement for violating any terms & conditions of the agreement.
    2. 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 contract by the Applicant in respect of the services provided etc., whatsoever.”

## 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:
  1. 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.
  2. 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.
     1. 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.
     2. 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 pastor/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.

## Force-Majeure

* + 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.
    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.
    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. Neither party will be liable for performance delays or non-performance due to causes beyond its reasonable control, except for payment obligations.
    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, 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.
    6. The 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, Bidder agree that they shall have no right or claim of any nature whatsoever and NAFED shall be released and discharged of all its obligations and liabilities under this Agreement

## Applicable Laws Jurisdiction and Dispute Resolution

* + 1. This agreement shall be constituting and the legal relation between the parties hereto shall be determined and governed according to the law of Republic of India and only court at New Delhi High Court shall have the Jurisdiction in all the matter arising out of /touching and or concerning this agreement and parties to this agreement agree to irrevocable submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid courts is irrespective of place of occurrence of any causes of action pertaining to any dispute between the parties.
    2. All or any dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective right and obligation of the parties shall be settled failing which the same shall be 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, Indian and Language of Arbitration shall be English.
    3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Bidder in the courts having jurisdiction over the parties.

## Holiday Listing

* + 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.

1. PREVENTION OF FRAUD AND CORRUPTION
2. The Bidder shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Bidder agrees and undertakes 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 contract and in any other transaction with NAFED.
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. 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.
5. 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.
6. The Bidder shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
7. The Bidder if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

# MISCELLANEOUS

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
2. NAFED, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
   * 1. suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
     2. consult with any Bidder in order to receive clarification or further information;
     3. retain any information and/or evidence submitted to NAFED by, on behalf of, and / or in relation to any Bidder; and/or
     4. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the NAFED, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
4. The Project Site shall not, under any circumstances, be mortgaged, pledged, subjected to a lien, or hypothecated to any individual, entity, bank, or financial institution during the Concession Period. Furthermore, the Concessionaire shall not sub-let or sub-lease the Project Site in any manner.

# RFP PART I: APPENDICES

### **APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)**

|  |  |  |
| --- | --- | --- |
| **Particulars** | **Partnership Firm / LLP / Company / Society** | **Consortium** |
| Integrity Pact |  |  |
| Bid Form 1: Covering Letter |  |  |
| Bid Form 2: General Information about the Bidder |  |  |
| Bid Form 3: Information for Technical Eligibility Criteria |  |  |
| Bid Form 4: Information for Financial Eligibility Criteria |  |  |
| Bid Form 5: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members |  |  |
| Bid Form 6: Special Power of Attorney for signing of Bid |  |  |
| Bid Form 7: Special Power of Attorney in favor of the Lead Member of Consortium |  |  |
| Bid Form 8: Statement of Legal Capacity |  |  |
| Bid Form 9: Self Undertaking |  |  |
| Bid Form 10: Financial Bid |  |  |

*Note:*

* *In Bid Form 3 (A, B & C), the bidder must submit whichever form is applicable.*

### **CHECKLIST OF SUBMISSIONS**

| **Enclosures to the Bid** | | | **Page No.** |
| --- | --- | --- | --- |
| **RFP PART I – APPENDICES** | | | |
| **BID FORMS FOR TECHNICAL BID** | | | |
| Pre-Contract Integrity Pact | | |  |
| Bid Form 1: Covering Letter | | |  |
| Bid Form 2: General Information about the Bidder | | |  |
| Bid Form 3A: Information for Technical Eligibility Criteria | | |  |
| Bid Form 3B: Information for Technical Eligibility Criteria | | |  |
| Annexure 1: Proforma for Information of Work Experience Certificate to be Furnished by the Bidder | | |  |
| Bid Form 3C: Information for Technical Eligibility Criteria | | |  |
| Annexure 2: Proforma for Information of Projects of O&M Contractor | | |  |
| Bid Form 4: Information for Financial Eligibility Criteria | | |  |
| Bid Form 5: Joint Bidding Agreement by Consortium Members | | |  |
| Bid Form 6: Special Power of Attorney for signing of Bid | | |  |
| Bid Form 7: Special Power of Attorney in favor of the Lead Member of Consortium | | |  |
| Bid Form 8: Statement of Legal Capacity | | |  |
| Bid Form 9: Self Declaration | | |  |
| **BID FORM FOR FINANCIAL BID** | | | |
| Bid Form 10: Financial Bid | | |  |
| **SCHEDULES** | | | |
| Schedule 1: Project Site Layout | | |  |
| Schedule 2: Structure Plan of Raichur Co-operative Oil Complex, Hyderabad Road, Raichur | | |  |
| Schedule 3: Transaction Structure | | |  |
| **ENCLOSURES** | | | |
| 1. Proof of Bid Document Fee payment | | |  |
| 1. Proof of EMD payment | | |  |
| 1. Incorporation Certificate | | |  |
| 1. PAN Card | | |  |
| 1. GST Certificate | | |  |
| 1. Audited Financial Statements for the last five (05) years | | |  |
| 1. Aadhar Card of Authorized Person | | |  |
| 1. POA | | |  |
| **RFP PART II & III** | | | |
| RFP, Draft Letter of Award and Draft Concession Agreement (DCA) each page duly signed by the Authorized Person | | |  |
| **List of documents required from Bidders** | | | |
| **Bidder’s Constitution** | **Supporting Documents** |  | |
| Partnership Firm | * Copy of the partnership deed * List of partners * Copy of registration of Partnership deed. |  | |
| Company (Private/Public) | * Copy of Certificate of Registration. * Copy of Memorandum of Association * Copy of Articles of Association * Current List of Auditors |  | |
| LLP | * Copy of Limited Liability Partnership Agreement. * Copy of certificate of registration. |  | |
| Co-operative Society | * Byelaws (of cooperative Society). * Registration Certificate duly authorized by Registrar of Co-operative Society. * Registered Co-op. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender. |  | |

*Notes:*

* ***List of Documents required by Bidders****: All information required in terms of this Form shall be given with respect to each of the Members of the Consortium.*
* ***Document Submission****: If copies of documents are submitted, they must be self-attested by the bidder.*

### **INTEGRITY PACT**

*(Onthenon-judicialstamppaperofRs.100 and should be submitted along with Technical Bid)*

**Between**

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

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company registered under Indian Companies Act, 1956/2013 / a Society registered under the Cooperative Societies Act, / a Partnership firm registered under the Indian Partnership Act, 1932 / a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its Regd. Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Designation), resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized (herein after referred to as “Bidder”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**Preamble**

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

NAFED invited Bids for **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model** Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, Karnataka**”** on “**AS IS WHERE IS BASIS**” and intends to award contract of the same under laid down organizational procedures, NAFED values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidders.

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

**Section 1 – Commitments of NAFED**

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

* 1. No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. NAFED will, during the tender process treat all Bidder(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  3. NAFED will exclude from the process all known prejudiced persons.

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

**Section2 – Commitments of the Bidder**

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

1. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of NAFED’s employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding process.
3. The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, Technical Bids and business details, including information contained or transmitted electronically.
4. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly, the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
5. The Bidder will, when presenting the Bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

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

**Section3- Disqualification from tender process and exclusion from future tenders/contracts**

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

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

**Section4 - Compensation for Damages and Forfeiture of EMD**

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

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

**Section 5 – Previous transgression**

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

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

**Section6 – Equal treatment of all Bidders**

NAFED will enter into agreements with identical conditions as this one with all Bidders. NAFED will disqualify from the tender process any Bidder who does not sign this Pact with NAFED or violates its provisions.

**Section7–Criminal charges against Bidder(s)**

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

**Section8 –Independent External Monitor/Monitors**

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

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

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

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

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

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

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

The word Monitor would include both singular and plural.

**Section 9 – Pact Duration**

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

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, NAFED.

**Section 10 – Other provisions**

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

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

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

(For& on behalf of NAFED) (For &On behalf of the Bidder)

(Office Seal) (Office Seal)

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

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

Witness1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Address)

Witness 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## BID FORMS FORTECHNICAL BID

### **BID FORM 1: Covering Letter**

*(On the Letterhead of the Bidder/ Lead Member in case of Consortium)*

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

To,

State Head, NAFED Bangalore

NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road

BANGALORE – 560 052

Sub: **“Selection of Bidder to Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”**

Dear Sir,

1. With reference to your RFP No: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_,* I/We,*\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Bidder/ Name of the Consortium/ Names of member of the Consortium)*hereby undertake thatI/We have studied the whole RFP carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents,\
2. I/We hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for the site at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, Karnataka
3. My/Our Bid is unconditional and unqualified.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/We acknowledge that the NAFED will be relying on the information provided in the Bid and the documents accompanying the Bid for the selected of Bidder of the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Concessionaire for the aforesaid site.
7. I/ We shall make available to NAFED any additional information it may find necessary or require supplementing or authenticating the Bid.
8. I/ We acknowledge the right of the NAFED to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three (3) years, I/we/any of the Members of our Consortium have neither failed to perform on any contract, nor subject to imposition of any penalty/ damages /costs by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
10. I/We declare:
11. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by NAFED; and
12. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the Bidding process; and
13. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,undesirable practiceorrestrictive practice, in respect of any tender or request for proposal issued by or agreement entered with the NAFED or any other public sector enterprise or any Government, Central or State; and
14. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
15. I/We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also have not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice; and
16. I/We further confirm that we have not offered, nor will I/we offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
17. I/We are not barred by the Authority, or any state government or any of their agencies from participating in similar projects.
18. I/ We understandthatyoumaycancelthe BiddingProcessatany time andthatyouare neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
19. I/We believe that I/We/Our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents.
20. I/We declare that I/We/ any Member of the Consortium, am/are/ is not a member of any other Bidder/Consortium submitting a Bid for the Project.
21. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our Consortium or any Member of our Consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
22. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our Consortium or any Member of our Consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
23. I/We further certify that no investigation by a regulatory authority or security agency relating to the security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.
24. I/We undertake that in case due to any change in facts or circumstances during the Bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate NAFED of the same immediately.
25. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NAFED in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
26. In the event of my/ our being declared as the Selected Bidder, I/We agree to sign the Letter of Award (LoA) and the Concession Agreement [RFP Part-II & III]; provided along with this Bid document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay Security Deposit in accordance with the terms of Bid documents.
27. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NAFED or in respect of any matter arising out of or relating to the Bidding Process including the handover of the Site.
28. Earnest Money Deposit (EMD) of Rs.5,00,000/-(Rupees Five Lakhs Only) is hereby submitted in the form of NEFT/RTGS to NAFED in accordance with the Bid Documents. I/We understand that the full value of the Earnest Money Deposit (EMD) shall stand forfeited in case I/We fail to fulfil the requirements laid down in the Bid Documents for the purpose.
29. I/We also understand that the full value of Earnest Money Deposit (EMD) shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
30. Our Financial Bid is enclosed with a separate sealed Cover 2. The Highest Annual Concession Fee (ACF) offered has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the RFP and Site and the fall of the conditions that may affect the Site.
31. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us or our Bid is not opened or rejected.
32. We declare that the information stated above and in the attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for NAFED to reject our Bid and forfeit the Earnest Money Deposit (EMD).
33. I/We have examined the relevant papers for the Site available with NAFED such as land plan and other land related documents before submission of the Bid. NAFED shall not be held responsible for any delay on account of any shortcoming in land plan, and no demand for any compensation shall be raised against NAFED on this account.
34. I/We agree to be severally/jointly liable for all the obligations as this Bid document.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Bid Documents.

Yoursfaithfully,

((Signatureofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

Enclosures: 1. Checklist of documents

1. Proof of submitting Bid Processing Fee
2. Proof of submitting Earnest Money Deposit (EMD)
3. Other documents as per prescribed formats

*Notes:*

* *If the Bidder is not a Consortium, the provisions applicable to the Consortium may be omitted.*
* *Strike out whichever is not applicable if the Bidder is not an individual.*

**BID FORM 2: General Information about the Bidder**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Particulars** | |
|  | Full Name of the Bidder: | (in Block Letters) |
|  | Bidder’s Constitution: | (for example: Private Limited Company/ Partnership Firm/LLP/ Society etc.) |
|  | Bidder’s Registered Office and Place of Business and branch office(s) in India, if any, or Residence |  |
|  | Bidder’s Telephone No. |  |
|  | E-mail address |  |
|  | Particulars of the Authorised Signatory of the Bidder,   1. Name: 2. Designation: 3. Address: 4. Phone Number: 5. Fax Number: 6. E-Mail Address: |  |
|  | Details of individual(s) who will serve as the point of contact/ communication for NAFED   1. Name: 2. Designation: 3. Company: 4. Address: 5. Telephone Number: 6. E-Mail Address: 7. Fax Number: |  |
|  | TIN No / TAN No. |  |
|  | Registration Number & Year of Registration |  |
|  | PAN Card Number  (Copy of PAN Card to be attached) |  |
|  | GST Number  (Copy of GST Certificate to be attached) |  |
|  | Brief profile of the Bidder giving details of main line of business, background of promoters and |  |
|  | Details of product being sold as Brand, if any (Brand Name, Trademark, etc.) |  |

Yours faithfully,

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

**In case of a Consortium:**

1. The information above (1-13) should be provided for all the members of the Consortium.
2. A copy of the Joint Bidding Agreement, as in Bid Form 5 should be attached to the Bid.
3. Information regarding the role of each member should be provided as per the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.no.** | **Name of Member** | **Role\*  {ReferClause3.1}** | **Percentage of Equity in the Consortium  {Refer Clause3.1}** |
| 1. |  | Lead Member |  |
| 2. |  | Member |  |

*Note: Roles should be defined as per Clause 3.1 of the document.*

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

### **BID FORM 3A: Information for Technical Eligibility Criteria**

*(To be certified by Statutory Auditor and in case of the Similar Project’s development carried out for their own project in the last 5 Financial years)*

**For Development Projects**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder Type** | **Proposed Equity Shareholding in Consortium (%)** | **Number of Project** | **Project Description asper Clause 3.2.2** | **Project Cost for the Project developed in past 5 Financial years (Rs. In Crore)** |
| **Single EntityBidder** |  | **Project 1** |  |  |
|  | **Project 2** |  |  |
|  | **Project 3** |  |  |
| **Lead Member** |  | **Project 1** |  |  |
|  | **Project 2** |  |  |
|  | **Project 3** |  |  |

**Break up of Capital Expenditure (Acquisition Cost)**

|  |  |
| --- | --- |
| **Year of Establishment** |  |
| **Particulars** | **Amount (Gross Capital Cost)** |
| Land |  |
| Plant and Machinery |  |
| **TOTAL** |  |

Date:

(Signatureofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

**Certificate of Statutory Auditor**

This is to certify that the information provided by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Bidder) in connection with above details is true and correct. I/We have verified the financial data, documents, and other relevant records submitted by the Bidder, and this certificate is issued based on the same.

Signature of the Statutory Auditor:

*(With seal and registration no)*

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name&Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UDIN Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Notes:*

* *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.*
* *In case the project submitted by the bidder is undertaken in a consortium. The consortium agreement mentioning the share of each party shall be submitted along with the Bidding Documents.*
* *If the bidder is submitting development work carried out for their own project, they must provide details regarding the audited annual accounts in the last five (05) year in which the Similar Project was capitalized in the books of accounts.*

### **BID FORM 3B: Information for Technical Eligibility Criteria**

*(To be certified by Statutory Auditor and in case of the Similar Project’s development carried out for others in the last 5 Financial years)*

**For Development Projects**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder Type** | **Proposed Equity Shareholding in Consortium (%)** | **Number of Project** | **ProjectDescription asper Clause 3.2.2** | **Project Cost for the Project developed in past 5 Financial years  (Rs. In Crore)** |
| **SingleEntityBidder** |  | **Project 1** |  |  |
|  | **Project 2** |  |  |
|  | **Project 3** |  |  |
| **Lead Member** |  | **Project 1** |  |  |
|  | **Project 2** |  |  |
|  | **Project 3** |  |  |

Date:

(Signatureofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

**Certificate of Statutory Auditor**

This is to certify that the information provided by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Bidder) in connection with above details is true and correct. I/We have verified the financial data, documents, and other relevant records submitted by the Bidder, and this certificate is issued based on the same.

Signature of the Statutory Auditor:

*(With seal and registration no)*

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name&Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UDIN Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Notes:*

* *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.*
* *In case the project submitted by the bidder is undertaken in a consortium. The consortium agreement mentioning the share of each party shall be submitted along with the Bidding Documents.*
* *In development experience, only completed projects will be considered for evaluation. In this context, the Bidder shall submit the completion certificate along with the CA certificate specifying the Project Cost as per the format specified at Annexure 1.*

### **ANNEXURE1: Proforma for Information of Work ExperienceCertificate to be Furnished by the Bidder**

*(from each Concerned Parties)*

This is to certify that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Name of Bidder)*have worked as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Project title) for the works of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and their performance was found satisfactory.

The details of the work carried out by them are as under:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Name ofClient/CustomerServed** | **Nature ofthe Work/ContractExecuted** | **ContractStart Date** | **ContractCompletionDate** | **TotalValue of Project** | **Remarks** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| **Grand Total** | | |  |  |  |  |

Date:

(Signatureofthe Authorized Signatory of Concerned Party)  
 (Nameanddesignation)  
(SealoftheConcerned Party)

*Notes:*

* *Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)*
* *In cases where the project was carried out for different parties, the certificate must be signed by each respective party involved.*
* *If the bidder possesses a valid certificate from the concerned parties stating the above details, they may submit that certificate in place of this form.*

### **BID FORM 3C: Information for Technical Eligibility Criteria**

*(To be certified by Statutory Auditor and in case of the Similar Project’s Operation and Maintenancecarried out for others in the last 5 Financial years)*

**For Operational and MaintenanceProjects**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bidder Type** | **Number of Project** | **ProjectDescription asper Clause 3.2.2** | **Warehousefacility underOperations/Maintenance** | | **Earnings from theFacility in the last 5 Financial years (Rs. In Crore)** |
| **Start  Date** | **End  Date** |
| **SingleEntityBidder** | **Project 1** |  |  |  |  |
| **Project 2** |  |  |  |  |
| **Project 3** |  |  |  |  |
| **Lead Member** | **Project 1** |  |  |  |  |
| **Project 2** |  |  |  |  |
| **Project 3** |  |  |  |  |

Date:

(Signature ofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

**Certificate of Statutory Auditor**

This is to certify that the information provided by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Bidder) in connection with above details is true and correct. I/We have verified the financial data, documents, and other relevant records submitted by the Bidder, and this certificate is issued based on the same.

Signature of the Statutory Auditor:

*(With seal and registration no)*

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UDIN Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Notes:*

* *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.*
* *In Operation and Maintenance experience, the Bidder shall submit the certificate along with the CA certificate specifying the format specified at Annexure 2. Also attach the Audited Annual Financial Statements for the last five (05) years to be submitted with this Bid Form 3.*

### **ANNEXURE2: Proforma for Information of Projects of O&M Contractor**

*(from each Concerned Parties)*

This is to certify that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the O&M Contractor)* was engaged by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(title of the project company)*to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of project)*for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(nature of project).*

The details of the project carried out by them are as under:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Nature of the Work** | **Date of Commissioning** | **Start Date of Operation** | **End Date of Operation** | **Remarks** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| **Grand Total** | | |  |  |  |

We further certify that the total Completed Capital Cost of the project is Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Crore (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Crore).

Date:

(Signatureofthe Authorized Signatory of Concerned Party)  
 (Nameanddesignation)  
(Seal of the Concerned Party)

*Note:*

* *As proof, the bidder must submit the O&M contract agreement along with this form.*

### **BID FORM 4: Information for Financial Eligibility Criteria**

*(To be certified by Statutory Auditor)*

1. **Net Worth related data:**

|  |  |  |
| --- | --- | --- |
| **CalculationofNetWorth** | | **Amount(Rs. inCr) for**  **31stMarch2024** |
|  | SubscribedandPaid-upShareCapital |  |
| Add | Equity/SecurityPremium |  |
| Add | GeneralReserves |  |
| Less | RevaluationReserves |  |
| Less | AccumulatedLosses |  |
| Less | DeferredRevenueExpenditureand Miscellaneousexpenditurenotwrittenoff |  |
| **TOTALNET-WORTH** | |  |

1. **Turnover related data:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Particulars** | | **Amount(Rs. inCr)** | | | | |
| **31stMarch2020** | **31stMarch2021** | **31stMarch2022** | **31stMarch2023** | **31stMarch2024** |
|  | Turnover from Business Activities |  |  |  |  |  |
| Add | Turnover from Other Activities |  |  |  |  |  |
| **TOTALTURNOVER** | |  |  |  |  |  |
| **AVERAGE ANNUAL TURNOVER** | |  | | | | |

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(position)* duly Authorized to sign this Bid for and behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name of Bidder/ Member of Consortium),* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Address).*

(Signatureofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

**Certificate of Statutory Auditor**

The information given above is true and correct as per the Annual Audited Financial Statement. I/We have signed this Bid Form: 4 in our capacity as the Statutory Auditorof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name of Bidder/ Member of Consortium)*.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name&Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UDIN Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Notes:*

* *Annual Audited Financial Statement includes Balance Sheetsand Profit & Loss statements of the Bidder (of each Member in case of a Consortium) at the closing of the preceding Financial Year, before the Bid Due Date shall be enclosed. (for the last five (05) years)*
* *The financial statements shall:*
  1. *reflect the financial situation of the Bidder or Consortium Members;*
  2. *be audited by a Statutory Auditor;*
  3. *be complete, including all notes to the financial statements; and*
  4. *correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).*
* *The Bidder shall provide an Auditor’s certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth*
* *In the case of Members of a Consortium, the above information must be provided separately for each Member as per the specified format signed by the respective Statutory Auditor.*
* *In case Bid Form-4 consists of more than one-page, Statutory Auditor& Authorized Signatory shall sign with seal on all pages.*

### **BID FORM 5: Joint Bidding Agreement for Consortium**

*(On a Non-Judicial Stamp Paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the……… day of ..… 20…..

**AMONGST**

* 1. ……………………….……………. (Private Limited Company / Partnership Firm / LLP / Society)incorporated under ………………………………………. and having its registered office at …………………………. (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

* 1. ……………………….……………. (Private Limited Company / Partnership Firm / LLP / Society)registered/ incorporated under ………………………….and having its registered office at …………………………. (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

**WHEREAS**,

National Agricultural Cooperative Marketing Federation of India, represented by ………………………, and having its principal office at NAFEDHouse, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014 (hereinafter referred to as the “NAFED” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**”) by its Request for Proposal No. …………….………………. dated ……..………(the “**RFP**”) for **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, Karnataka”**(the “**Project**”), NAFED (the “**Authority**”).

* + - 1. The Parties are interested in jointly Bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Bid Document and other Bid documents in respect of the Project, and
      2. It is a necessary condition under the Bid Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT HEREBY AGREED as follows:**

1. **Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

1. **Consortium**

The Parties do hereby irrevocably constitute a Consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

1. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared as the Selected Bidder and awarded the Project, it shall be the Lead Member which will enter into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

1. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

* 1. Party of the **First Part** shall be the Lead member of the Consortium and shall have the Power of Attorney from other party for conducting all business for and on behalf of the Consortium during the Bidding Process and until the COD.
  2. Party of the **Second Part** shall be the …………………………. Member of the Consortium

***and***

* 1. The roles and responsibilities of the Members of the Consortium shall be as follows:
* The Party of the **First Part** (Lead Member) shall be responsible for:
* The Party of the **Second Part** shall be responsible for:
  1. The Lead Member of the Consortium shall have \_\_\_\_\_\_\_\_\_% of the shareholding, while the other member of the Consortium shall have \_\_\_\_\_\_\_\_% of the shareholding for this Project.

1. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents, Letter of Award (LoA), and Concession Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Lead Member) shall be authorized to act on behalf of the Consortium as their representative for Bidding and implementation of the Project.

The Parties shall fully abide by all the norms with respect to building regulations and permissions (as amended from time to time) as per Development Control Regulations (DCR) and any other applicable law with respect to the Offered Area under the Project, and further the Parties shall also fully abide by the applicable Development Plan with respect to the Project.

The Parties shall not use the said Plot with respect to the Project for any purpose other than that for which it has been offered, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development Plan pertaining to the said Site. The Parties shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or CWC from time to time.

1. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
2. The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member, is annexed to this Agreement, and will not, to the best of this knowledge- of the parties:
   1. violate any Applicable Law presently in effect and having applicability to it;
   2. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
   3. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
   4. there is no litigation pending, or to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
3. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Periodin case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for the Project award, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the NAFED to the Bidder, as the case may be.

1. **Miscellaneous**
   * 1. That in case the Project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Authorize and will comply with all the terms and conditions of the Authorization Agreement as would be entered with the Authority.
     2. This Joint Bidding Agreement shall be governed by laws of India.
     3. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

INWITNESSWHEREOFTHEPARTIESABOVENAMEDHAVEEXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED,SEALEDANDDELIVERED

For and on behalf of **LEAD MEMBER/FIRST PART**:

*(Signature):*

*(Name):*

*(Designation)*

*(Address)*

SIGNED, SEALED AND DELIVERED

For and on behalf of **SECOND PART**:

*(Signature)*

*(Name)*

*(Designation)*

*(Address)*

*Notes:*

* *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
* *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Resolution / Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.***BID FORM 6: Special Power of Attorney for Signing of Bid**

*(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)*

Know all men by these presents, We, \_\_\_\_\_\_\_\_\_\_\_\_ (*name of the Bidder and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms \_\_\_\_\_\_\_\_\_\_\_ (*Name*), son/daughter/wife of \_\_\_\_\_\_\_\_\_\_\_\_(*Name*)and presently residing at \_\_\_\_\_\_\_\_\_\_\_\_(*Address*), who is presently employed with us and holding the position of \_\_\_\_\_\_\_\_\_\_\_\_(*Position*), as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at RAICHUR CO-OPERATIVE OIL COMPLEX, HYDERABAD ROAD, RAICHUR**. Project proposed by the National Agricultural Cooperative Marketing Federation of India (NAFED), including but not limited to signing and submission of all Bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to NAFED, representing us in all matters before NAFED, signing and execution of all contracts including the LoA, Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NAFED in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with NAFED.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20xx

FOR……………………………..

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

(Promoter(s))

Name of the Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

I hereby attest and identify the signatures of our Attorney above-named.

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

(Promoter(s))

Name of the Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notarized

Name, Sign and Seal of the Notary

Witness:

1. \_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_

*Notes:*

* *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
* *Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
* *The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.*

### **BID FORM 7: Special Power of Attorney in favor of the Lead Member of Consortium**

*(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)*

WHEREAS The National Agricultural Cooperative Marketing Federation of India (the “Corporation” or “NAFED”) has invited Request for Proposal (RFP) for Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, Karnataka (the “Project”).

WHEREAS, M/s \_\_\_\_\_\_\_\_\_\_\_\_ and M/s \_\_\_\_\_\_\_\_\_\_\_\_ *(insert name and address and registered office of all the Members)* have formed a Consortium to submit their Bid in response to the Bid Documents for issued by the NAFED.

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

We, M/s \_\_\_\_\_\_\_\_\_\_\_\_*[name of the Company or other entities]*, a company incorporated/ under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_\_\_\_\_\_\_\_, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_ [address of the company] (hereinafter referred to as “Member 1”) do hereby nominate, constitute and appoint M/s\_\_\_\_\_\_\_\_\_\_\_\_[name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_\_\_\_\_\_\_\_, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_ *[address of the company]* (hereinafter referred to as “Lead Member”) as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:

To act as the Lead Member of the Consortium for the purposes of the Project;

1. In such capacity, to act as the Consortium’s official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
2. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
3. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
4. To sign and execute contracts relating to the Project, including variation and modification thereto;
5. To represent the Consortium at meetings, discussions, negotiations and presentations with NAFED, Government Authorities, Competent Authorities and other Project related entities;
6. To receive notices, instructions and information for and on behalf of the Consortium;
7. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
8. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney and/or delegated attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney and/or delegated attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Promoter(s))  
(of the Member 1 of the Consortium)

Name of the Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Seal: \_\_\_\_\_\_\_\_\_\_\_\_

(Executants)

Countersigned by the Authorized Signatory of the Lead Member of the Consortium

Signature \_\_\_\_\_\_\_\_\_\_\_\_

(Director)

Name of the Person: \_\_\_\_\_\_\_\_\_\_\_\_

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

Company Seal/Seal of the Entity: \_\_\_\_\_\_\_\_\_

Notarized

Name, Sign and Seal of the Notary

Witnesses:

1. \_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_

(Executants)

(To be executed by all the Other Members of the Consortium)

*Notes:*

* *The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
* *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
* *The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.*

### **BID FORM 8: Statement of Legal Capacity**

*{To be printed on the authorized Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}*

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

To**,**

State Head, NAFED Bangalore

NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road

BANGALORE – 560 052

Sub:- **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”**

Dear Sir,

We hereby confirm that we/\*\*our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from Bidding for this Project(s) by any provision of Applicable Laws.\*

We have agreed that \_\_\_\_\_\_\_\_\_\_\_\_*(insert Member’s name)* will act as the Lead member of our Consortium.

We have agreed that \_\_\_\_\_\_\_\_\_\_\_\_ *(insert individual’s name)* will act as our representative/ will act as the representative of the Consortium on behalf\*\* and has been duly authorized to submit the Bid Documents. Further, the authorized signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,  
Yours faithfully,

(Signatureofthe Authorized Signatory of Bidder)  
 (Nameanddesignation)  
(SealoftheBidder)

*Note:\* Please strike out whichever is not applicable*

### **BID FORM 9: Self-Declaration**

*(To be submitted on letter head)*

**To whomsoever it may concern**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the authorized signatory), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (designation of authorized signatory), on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the company), hereby declare that:

1. We have never been in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor were we ever blacklisted by NAFED on account of such litigation(s) or otherwise.
2. We or Our Past Directors/Partners/Promoters etc. were not/are not/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.

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

1. (Signatureofthe Authorized Signatory of Bidder)  
    (Nameanddesignation)  
   (SealoftheBidder)

## BID FORM FORFINANCIAL BID

### **BID FORM 10: Financial Bid**

RFP No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_

To,

**Shri. V Vinay Kumar,**

**State Head, NAFED Bangalore**,

NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road,

BANGALORE – 560 052

Sub: - **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”**

Dear Sir,

1. I/We agree to abide by this Bid, which consists of our financial offer hereto, for a period of 90 (ninety) days from the Bid Opening Date and it shall remain binding on me/us and may be accepted by you any time before the expiration of the said period.

I/We offer \_\_\_\_ % (Percentage \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per annum including GST as Annual Concession Fees or \_\_% of the Gross Revenue Share, whichever is higher, payable as tabulated below for grant of right to use the area of 8.25 Acres at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur in terms of the Concession Agreement, and agree to the Payment Terms provided in the Concession Agreement.

1. I/We acknowledge that the Annual Concession Fee subject to 15% escalation after every three years.

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

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

### **BID FORM 10.1**

### **Format for Financial Bid**

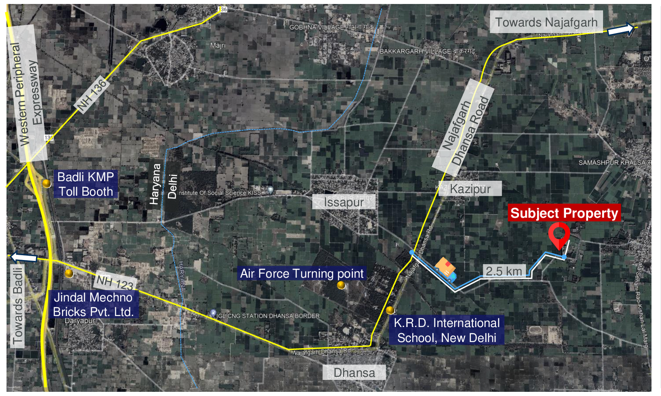
(On the letterhead of the Applicant)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.no.** | **Project Site** | **Area (in acres)** | **Minimum Guarantee / Reserve Price (in Rs.)** | **Revenue share percentage to be offered to Nafed** |
| 1 | Raichur Co-operative Oil Complex, Hyderabad Road, Raichur | 8.25 | 50,00,000 (Fifty Lakhs) | % |

**Note:**

* + 1. Bidders are required to provide a financial offer comprising a Minimum Guaranteed Amount of Rs. 50,00,000 (Rupees Fifty Lakhs only) or \_\_% of the Gross Revenue Share, whichever is higher, payable. The Minimum Guarantee shall serve as the baseline commitment, irrespective of the actual revenue generated.
    2. Any other statutory taxes (as applicable), including GST, shall be payable extra by the bidders in addition to the above-mentioned bids.

## SCHEDULES

**SCHEDULE 1: Project Site Layout – Raichur Co-operative Oil Complex, Hyderabad Road, Raichur**

**Project Site**

**Project Site**

### C:\Users\MANOJ\Downloads\WhatsApp Image 2025-08-06 at 2.19.45 PM.jpeg**Photographs of the property**

**SCHEDULE 3: Transaction Structure**

**Project Site**

|  |  |
| --- | --- |
| **Bidder Eligibility** | * Single Entity * Group of entities (the “Consortium”) not more than 2 (two) members   A Bidder may be a Company or a Society or a Partnership firm or a Limited Liability Partnership or any combination of them |
| **Technical Eligibility** | **A. Development / Operation and Maintenance**  One (01) Similar Project having Project cost not less than 80% of the Total Estimated Project Cost as per Clause 1.3.  OR  Two (02) Similar Projects, each having Project cost not less than 50% of the Total Estimated Project Cost as per Clause 1.3.  OR  Three (03) Similar Projects, each having Project Cost not less than 40% of the Total Estimated Project Cost as per Clause 1.3.  *"Similar Projects" shall refer to the development, operation, or management of industrial and commercial infrastructure projects, including but not limited to Industrial Parks/Estates, Logistic Parks, and Warehousing Facilities.*  *Note: In the case of a Consortium, the Lead Member of the Consortium must meet the requirements of Criterion A for the Consortium to qualify.*  **B. Undertaking of non-blacklisting**   * The Bidder should not have been blacklisted by any Central / State Government. * The Bidder should not have been blacklisted by NAFED. |
| **Financial Eligibility** | * 1. Positive Net Worth of at least INR 3 Crores for the Financial Year 2023-2024.   2. The Average Annual Financial Turnover during the last three (5) years, ending 31st March of the previous financial year, should be at least INR 60 Crores.   3. The minimum average annual turnover of the bidder, for the last three financial years, must be at least three times the estimated project investment. For this project, the estimated investment ranges from Rs. 15–20 Cr.   *Note: In the event when the Bidder is a Consortium, the financial criteria shall be met by every member of the Bidding Consortium in proportion to their shareholding in the consortium.* |
| **Acceptance of Letter of Award (LoA)** | The Selected Bidder (who quoted Highest Annual Concession Fee) shall, **withinseven (07) days of receipt of LoA**, sign and return the duplicate copy of LoA in acknowledgement thereof.  In the event, the duplicate copy of LoA duly signed by the Selected Bidder is not received within the stipulated date, NAFED may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD). |
| **Execution of Concession Agreement** | The Concession Agreement will be signed by the NAFED with the Selected Bidder, **within fifteen (15) days from the date of receiving the signed LoA** from the Selected Bidder. |
| **Security** | After achieving COD, the Concessionaire shall submit security in the form of an irrevocable and unconditional Bank Guarantee equivalent to**50% of Offered Annual Concession Fee (i.e., Annual Concession Fee/2)**. No interest will be paid in Security.  The validity of the BG shall be three (3) years. Additionally, the Concessionaire must submit a new BG reflecting a 15% increase in the Annual Concession Fee every three (3) years, no later than sixty (60) days prior to the expiry of the existing BG.  The Security will be returned after peaceful handing over the possession of NAFED’s site and settlement of all statutory dues of government agencies. |

# RFP PART II: LETTER OF AWARD

Ref No:   
Place:

To,  
 [Company]Details of the Selected Bidder

**Kind attention: (Name of the Authorized person of the Selected Bidder to be added)**

Dear Sir/ Madam

Sub:- **“Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur”**

**Letter of Award**

* 1. We refer to the Bid dated DD.MM.YYYY including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated DD.MM.YYYY and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the Bid Document and this Letter of Award.

* 1. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
     1. As per your Financial Bid dated DD.MM.YYYY, Annual Concession Fee (ACF) (Highest Quote) submitted by you in accordance with the Bidding Documents and revisions thereof.
     2. You, as the “Selected Bidder”, shall provide the following within 22 (Twenty-Two) days of the issue of this “Letter of Award”:
        1. You are hereby requested to provide the security of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_) in the form of an unconditional and irrevocable Bank Guarantee (BG).
        2. The validity of the Bank Guarantee shall be three (03) years. Additionally, the Concessionaire must submit a new Bank Guarantee reflecting a 15% increase in the Annual Concession Fee every three (03) years, no later than sixty (60) days prior to the expiry of the existing Bank Guarantee.
        3. Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.
     3. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favor of the Selected Bidder in any manner whatsoever, and NAFED will continue to have complete ownership of the Site/Facility. However, the Corporation will hand over the Site to the Concessionaire onaCOD, for the Concession Period of Thirty (30) years as per the terms and conditions of the Concession Agreement, for the specified scope and obligation mentioned in the Concession Agreement. Further, the Concessionaire will hand over the Site/Facility to the NAFED without any encumbrance or financial liability at the end of the Concession Period.
     4. Further, in case you fail to submit your acceptance within stipulated time or any extended period if agreed upon by NAFED or refuse the acceptance of the aforesaid Agreement under this LoA, NAFED at its discretion take necessary action as deemed fit including forfeiture of EMD, backlisting etc.
     5. You shall comply with all the terms and conditions of the Bidding Documents.
  2. It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the Bid Document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.
  3. You are requested to convey in writing your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

State Head, NAFED Bangalore

NAFED, ‘Niton’ Block ‘B’,No. 11/3, Palace Road,

BANGALORE – 560 052.

**Acknowledged & unconditionally accepted:**

[Name of the Selected Bidder]   
[Designation]  
[Company& Seal]

**RFP PART - III:**

**DRAFT CONCESSION AGREEMENT**

# NATIONAL AGRICULTURALCOOPERATIVEMARKETING FEDERATION OF INDIA LTD.



Regd.Office:NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110 014 Website: [www.nafed-india.com](http://www.nafed-india.com/)

Email:[iucell@nafed-india.com](mailto:iucell@nafed-india.com)

**DRAFT CONCESSION AGREEMENT(“DCA”)**

FOR

# DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER(“DBFOT”) OF WAREHOUSING FACILITY AT

# RAICHUR CO-OPERATIVE OIL COMPLEX, HYDERABAD ROAD, RAICHUR

**dated**

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# PART–I: PRELIMINARY

**CONCESSION AGREEMENT**

THIS AGREEMENT is entered in to on this the\*\*\*\*\*\*\*\*\*\*\*day of\*\*\*\*\*\*\*20\*\*\*\*\*

### BETWEEN

1. **THENATIONALAGRICULTURALCOOPERATIVEMARKETINGFEDERATIONOFINDIALTD.**

**(NAFED)** is an apexorganization of marketingcooperativesforagricultural producein India and is registered under the Multi State Co-operative Societies Act, and having its offices at [●] (hereinafterreferredtoasthe“NAFED”)whichexpressionshall,unlessrepugnanttothecontext or meaning thereof, include its administrators, successors, and assigns) of **One Part**.

### AND

1. \*\*\*\*\*\*\* {entity} and having its registered office at \*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (hereinafter referred to as the “Concessionaire” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Other Part.**

The NAFED and the Concessionaire shall collectively be referred to as “Parties” and individually be referred to as “Party” as the case may be.

### WHEREAS:

1. **Site 1** - NAFED secured a lease from the City and Industrial Development Corporation of Maharashtra (CIIDCO) for land on 9th September 1999, for the specific purpose of manufacturing oilseeds. The lease agreement, which was executed for a term of 60 years, will remain valid until September 9, 2059.
2. **Site 2** - Land & Building of Oil Mill sold to NAFED in 1987 which is nearly 38 years by Govt. of Karnataka on AS IS WHERE IS BASIS
3. To get the Project developed, the NAFED intends to offer their Project Site for the development of the Project to private sector participants in accordance with the terms and conditions set forth in this Agreement.
4. Now, NAFED had accordingly invited bids by its Request for Proposal (“**RFP**”) dated \*\*\*\*\*\*\*\*\*\*\* for Selection of Bidder to Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) of Warehousing Facility at Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, Karnataka (hereinafter referred as “**Project**”).
5. After evaluation of the received bids, the NAFED had accepted the bid of the {Selected Bidder}– comprising\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*and issued the Letter of Award No.\*\*\*\*\*\*\*\*\*\*dated

\*\*\*\*\*\*\*\*\*\*\*(herein after called the “LOA”) to the {Selected Bidder} requiring, inter alia, the execution of this Concession Agreement within 15 (Fifteen) days from the date of receiving the signed LOA thereof, subject to and on the terms and conditions set forth hereinafter.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agrees as follows:

### ARTICLE1- DEFINITIONSANDINTERPRETATION

#### Definitions

* + 1. The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 23) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

#### Interpretation In this Agreement, unless the context otherwise requires,

1. referencestoanylegislationoranyprovisionthereofshallincludeamendmentorre-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re- enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
2. referencestolawsofIndiaorIndianlaworregulationhavingtheforceoflawshallincludethe laws,acts,ordinances,rules,regulations,byelawsornotificationswhichhavetheforceoflaw in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
3. references to a “person” and words denoting a natural person shall be construed as a reference to any firm, company, consortium not more than two (02) members, corporation, society, government, state or agency ofa state or any association or partnership (whether or nothavingseparatelegalpersonality)oftwoormoreoftheaboveandshallincludesuccessors and assigns;
4. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in,and shall not affect, the construction or interpretation of this Agreement;
5. The words “include” and“including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
6. references to “Development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation,up-gradation, installation, and other activities incidental thereto, and “Build” shall be construed accordingly;
7. anyreferencetoanyperiodoftimeshallmeanareferencetothataccordingtoIndianStandard Time;
8. any reference today shall mean a reference to a calendar day;
9. references to a“business day ”shall be construed as a reference to a day (other than a Sunday) on which banks in the State are generally open for business;
10. any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
11. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
12. the words importing singular shall include plural and vice versa;
13. references to any gender shall include the other and the neutral gender;
14. “Lakh” means a hundredthousand (100,000)and“Crore”meanstenmillion(10,000,000);
15. “indebtedness” shall be construed so as to include any obligation (whether incurred as principalor surety) forthepaymentor repaymentof money,whether presentor future, actual or contingent;
16. referencestothe“winding-up”,“dissolution”,“insolvency”or“reorganization”ofacompany or corporationshallbeconstruedsoastoincludeanyequivalentoranalogousproceedingsunder the law of the jurisdiction in which such company or corporation is incorporated or any jurisdictioninwhichsuchcompanyorcorporationcarriesonbusinessincludingtheseekingof liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
17. save and except as otherwise provided in thisAgreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as referencetothatagreement,deed,instrument,licenseorotherdocumentasamended,varied, supplemented, modified or suspended at the time of such reference; provided that this Sub- clause shall not operate so as to increase liabilities or obligations of NAFED hereunder or pursuant hereto in any manner whatsoever;
18. theSchedulesandRecitals tothisAgreementformanintegralpartofthisAgreementandwill beinfullforceandeffectasthoughtheywereexpresslysetoutinthebodyofthisAgreement;
19. references to Recitals,Articles, Clauses, Sub-clauses or Schedules in thisAgreement shall, except where the context otherwise requires, mean references to Recitals,Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
20. the damages payable by either Party to the other of them, as set forth in this Agreement, whether on daily basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
21. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
    * 1. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the NAFED shall be provided free of cost and in two copies, and if the NAFED is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain one copy thereof.
      2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
      3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in thisAgreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

#### Measurementsandarithmeticconventions

* + 1. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

#### Priorityofagreements,clausesandschedules

* + 1. ThisAgreement,andallotheragreementsanddocumentsformingpartoforreferredtointhis Agreementaretobetakenasmutuallyexplanatoryand,unlessotherwiseexpresslyprovided elsewhereinthisAgreement,thepriorityofthisAgreementandotherdocumentsand

agreementsformingparthereoforreferredtohereinshall,intheeventofanyconflictbetween them, be in the following order:

* + - 1. thisAgreement;and
      2. allotheragreementsanddocumentsformingparthereoforreferredtoherein;
      3. i.e.theAgreementat(a)aboveshallprevailovertheagreementsanddocumentsat

(b)above.

* + 1. Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
       1. between two or more Clauses of thisAgreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
       2. betweentheClauses ofthisAgreement andtheSchedules, theClauses shallprevail and between Schedules andAnnexures, the Schedules shall prevail;
       3. betweenanytwoSchedules,theSchedulerelevanttotheissueshallprevail;
       4. betweenanyvaluewritteninnumeralsandthatinwords,thelattershallprevail.

# PART-II: THE CONCESSION

### ARTICLE2-SCOPEOFTHEPROJECT

#### ScopeoftheProject

* + 1. TheConcessionaireshall:
       1. Take over of the Project Site on “AS IS WHERE IS” basis and plan, design, finance (100%), develop the Project within the Development Period conforming to relevant Laws and Regulations such as Building By-laws, etc.
       2. Install relevant assets, equipment, facility and arrange clearances/ approvals related to the Project.
       3. OperationandmaintenanceoftheProjectforapre-determinedConcessionPeriodas per the terms and conditions specified in this RFP and the ConcessionAgreement.
       4. Comply with all requirements and norms laid down by the competent authorities for development, operation and maintenance of the Project.

### ARTICLE3-GRANTOFCONCESSION

#### The Concession

Subject to and in accordance with the provisions of this Agreement, theApplicable Laws, the Applicable Permits and Good Industry Practice, the NAFED hereby grants to the Concessionaire and the Concessionaire hereby accepts the exclusive rights and license to Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) the Project developed on the Project Site for a period of 20 (Twenty) Years for Raichur Co-operative Oil Complex, Hyderabad Road, Raichur, commencing from the Appointed Date and ending on the Transfer Date (the “**Concession Period**”), including any extension there to granted by the NAFED as per the terms of this Agreement which includes development of the Project, its operation and maintenance and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement .

* + - 1. Subject to and in accordance with the provisions of this Agreement, the Concessionaire to undertake the following in accordance with the provisions of Applicable Laws and Applicable Permits, during the Concession Period:
      2. Right of Way, access, and license to the Project Site for the purpose of and to the extent conferred by the provisions of this Agreement;
      3. Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) the Project at Project Site as per the terms and conditions of this Agreement, Applicable Permits and Good Industry Practice and transfer the same to the NAFED on the Transfer Date;
      4. Bear and pay all costs, expenses, and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
      5. neither assign, transfer, or create any lien or encumbrance on this Agreement or the Concession hereby granted on the whole or any part of the Project Site nor sell, transfer, exchange, sub-lease, sub- license whole or any part in possession thereof.
    1. Upon the Concessionaire fulfilling its obligations under this Agreement without any instance of default of any terms and conditions of this Agreement for the period of 30 (thirty) years, the NAFED shall, at the request of the Concessionaire (the“Extension Request”), without demur, may grant an extension of the Concession Period by a maximum periodof 5 (five) years over and above the initial 30 (thirty) years as per terms of this Agreement.
    2. The Concessionaire shall submit such Extension Request to the NAFED at least 6 (six) months prior to the scheduled expiry of the initial Concession Period of 30 (thirty) years. In the event the Concessionaire submits the Extension Request later than 6 (six) months prior to the scheduled expiry of the initial Concession Period of 30 (thirty) years, the NAFED is under no obligation to consider such Extension Request.

### ARTICLE4-CONDITIONSPRECEDENT

This Concession Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out in Clause 4.1 and 4.2 on or before the expiry of a period of three (03) Months from the date of signing of this agreement. However, the NAFED may at any time at its sole discretion and in writing, waive fully or partially any of the Conditions Precedent (the “Conditions Precedent”) of the Concessionaire.

#### Conditions Precedent for NAFED

* + 1. The NAFED shall:
       1. Provide to the Concessionaire the Right of Way, access, leave and license rights of the Project Site.
       2. Cleared all outstanding dues or bills pertaining with the Project Site including but not limited to electricity, water bills, property tax, lease rental/payment to CIIDCO etc.

#### Conditions Precedent for Concessionaire

* + 1. The Concessionaire shall:

1. Furnish the Security in the form of Bank Guarantee as given in Article 9;
2. Be solely responsible for obtaining all the statutory approvals and permits;
3. Have arranged required funds either from its own sources or availing finance from FIs, executed the Financing Agreements and delivered to NAFED one (01) true copy thereof, duly attested by a Director/ Promoter/ Authorizes Signatory of the Concessionaire;
4. Deliver to NAFED from {the Concessionaire Member} confirmation, in original, of the correctness of their representations and warranties set forth in Sub-clauses(k),(l) and(m) of Clause 7.1 of this Agreement; and
5. Deliver to the NAFED a legal opinion from the Concessionaire’s legal counsel with respect to theNAFEDandtheConcessionaireenteringintothisAgreementandtheenforceabilityofthe the provisions thereof;
   * 1. Provided that upon request in writing by the Concessionaire, the NAFED may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.2.1
     2. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
     3. The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall immediately inform the other Party when all Condition Precedent for which it is responsible has been satisfied.

#### Commencement of Concession Period

* + 1. The commencement of the Concession Period shall start from very next date of the Compliance date i.e. Appointed Date. For the avoidance of doubt, the Parties agree that the Concessionaire shall, upon occurrence of the Appointed Date here under, by notice convey the particulars thereof to the NAFED, and shall thereupon be entitled to commence development work on the Project Site. However, the Concessionaire may prior to the Appointed Date, subject to prior written approval from the NAFED, carry out any surveys, investigations and soil tests that the Concessionaire feels necessary for the development of Project.

#### Consequence in case of Condition precedent is not achieved

* + 1. In the event of failure to fulfill the Condition Precedent within the timeline (i.e., Three (03) months from date of signing of the Concession Agreement), the EMD submitted by the Concessionaire during bid submission shall stand to be forfeited.

### **ARTICLE 5 -OBLIGATIONS OF THE CONCESSIONAIRE**

#### Obligations of the Concessionaire

* + 1. Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project conforming to Building Byelaws and other Regulations whatsoever applicable;
    2. The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement;
    3. The Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person;
    4. The Concessionaire, from time to time in line with Good Industry Practice subject to applicable laws/permits and approval of NAFED, may undertake expansion or augmentation of the Project Assets;
    5. Save and except as expressly provided in this Agreement, the Concessionaire shall, at all times during the subsistence of this Agreement, pay all taxes, levies, duties, cess and statutory charges or dues if any;
    6. Upon completion of the development at Project Site, the Concessionaire shall be obligated to reimburse NAFED full amount of property tax paid by NAFED in connection with the Project Site starting from Appointed Date till Transfer of the Project. The Concessionaire to ensure that the financial responsibility for such payments is borne by the Concessionaire as part of their obligations under the agreement;
    7. The Concessionaire shall submit receipts for statutory payments including electricity and water bills,to NAFED on a quarterly basis. This ensures that all bills are duly paid and that there are no outstanding dues on behalf of the Concessionaire. Also, the Concessionaire is required to submit yearly statement duly certified by statutory audit or conforming all such payments of this kind.
    8. The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere, set out in this Agreement;
       1. Make, or cause to be made, necessary applications to the relevant Governmental Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits for the construction, commissioning and operation of the Project of than those set forth in Article 4 and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
       2. Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project and fulfil its obligations under all the Financing Agreements executed for development of the Project;
       3. Always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement or Applicable laws;
       4. Transfer the Project to the NAFED upon termination of this agreement, in accordance with the provisions thereof, except the movable assets;
       5. Procure, as required, the appropriate utilities and services required for the Project;
       6. Keep, on the Site, a copy of this agreement and other communications given under this agreement. Authorised representative of NAFED shall have the right of access to all these documents at all reasonable times;
       7. Cooperate with authorized representative of the NAFED;
       8. At its own cost, provide and install the Plant & Machineries and things necessary for implementing the Project;
       9. Shall not store any hazardous or explosive substance on the Project Site. In case any fine or penalty is imposed on account of misuse of the Project Site or any part of the open land by the Concessionaire or his employees or agents or due to the act of Concessionaire, then such fine or penalty or any such amount as may be imposed by any Authority Local or Central shall be payable by the Concessionaire alone and the Concessionaire shall always keep NAFED indemnified of any such fine or penalty and / or criminal prosecution;
       10. observe and perform all the terms, covenants, conditions and stipulations contained herein and shall not do omit or suffer to bed one any act, deed or thing whereby NAFED's rights with respect to the Project Site, in any way prejudiced, affected or extinguished.

#### Obligations relating to Change in Ownership

* + 1. Subject to NAFED’s approval and provided it does not conflict with national interests, the Concessionaire may undertake or permit any change in ownership during the Concession Period.

#### Branding of the Site

* + 1. The area near the entrance & exit gates of the Project site or any part thereof are permitted to advertise,displayorreflectthenameoridentityoftheConcessionairealongwiththe‘nameor brand’, The Concessionaire shall ensure that the branding of the site shall not trigger any ‘political sentiments / or ‘religious sentiments shall abide by the extant policy in this regard.

#### Risks and Responsibility for the Project

* + 1. The Concessionaire shall bear full risk and take full responsibility of the Project, and of the Materials, goods and equipment for incorporation therein, from the date of Commercial Operation Date (‘COD”) until the date of handing over the Project Site to the NAFED.
    2. Except as otherwise stated in this Agreement the Concessionaire accepts complete responsibility for having reviewed all property documents pertaining to Project Site, foreseen all difficulties and costs of successfully development of the Project.

#### Accidents

* + 1. In the event of an accident on the Project Site, the Concessionaire shall, by most expeditious means, inform the concerned civil & police authorities and NAFED. The Concessionaire’s responsibilitieswithregardtothedevelopmentandoperationoftheProjectshallinnowaybe diminished by informing the above officials, and the Concessionaire shall be required to take expeditious action for the medical and legal aspects notwithstanding any delay on the part of the officials to give any instructions. The concessionaire shall preserve the Project Site of such accident intact until the completion of all legal formalities. The Concessionaire shall then arrange for the expeditious removal of wreckage or debris, and for cleaning the Project Site. If any portion of the Project Assets suffers any damage.
    2. TheConcessionaireshallkeeptheNAFEDindemnifiedagainstalldamagesonaccountofany accident and shall incur sole liability for the same as builder and operator of the Project.
    3. The Concessionaire shall, in event of any accident, incur any expenditure or take any other action as necessary, in accordance with Good Industry Practice.

#### Obligations relating to noise control

* + 1. The Concessionaire shall take all such measures as may be necessary in accordance with ApplicableLawsandGoodIndustryPracticetocontrolandmitigatethenoisearisingfromthe Project and its impact on the neighbourhood.

#### Intellectual Property Permits

* + 1. The Concessionaire shall ensure that if any equipment, designated devices, materials or any process are covered by Intellectual Property Rights, the right for such use shall be secured by the Concessionaire by suitable legal arrangements and agreements with the Intellectual Property Rights owner or person empowered to assign the Intellectual Property Rights. A copy of each such agreement shall be filed with the NAFED.

#### Water and Electricity

* + 1. The Concessionaire shall be solely responsible to procure power and water at the Project for the Concession Period.
    2. The NAFED shall not be responsible for interruptions and insufficiency of power or water supply and the Concessionaire shall directly deal with the concerned agency responsible for supply of power and water.

### ARTICLE6- OBLIGATIONS OF NAFED

* + 1. The NAFED shall provide Project Site free from all Encumbrances on ‘As is Where is ’basis to the Concessionaire.
    2. The NAFED shall, at its own cost and expense undertakes, comply with, and perform all its obligations set out in this Agreement or arising hereunder.
    3. The NAFED agrees to provide support to the Concessionaire and undertakes to observe, comply with, and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
       1. Upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits, required from any Government Instrumentality for implementation and operation of the Project;
       2. Upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
       3. Pay property tax in relation to the Project Site. It is clarified that the NAFED shall be liable to pay property tax on behalf of the Concessionaire during the Concession Period. However, Concessionaire shall reimburse NAFED for the property tax within one month of NAFED's payment.Any default in such reimbursement shall be treated as a breach by the Concessionaire;
       4. notdooromittodoanyact,deedorthingwhichmayinanymannerbeviolativeofanyofthe provisions of this Agreement;

### ARTICLE7-REPRESENTATIONSANDWARRANTIES

#### Representations and warranties of the Concessionaire

* + 1. The Concessionaire represents and warrants to the NAFED that:
       1. It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the NAFED to enter into this Agreement with {itself} pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
       2. It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
       3. it has the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement.
       4. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
       5. It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
       6. theinformationfurnishedintheBidandasupdatedonorbeforethedateofthisAgreementis true and accurate in all respects as on the date of this Agreement;
       7. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or ordert o which it is a party or by which it or any of its properties or assets is bound or affected;
       8. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi- judicial or against NAFED, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
       9. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legal binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
       10. it has complied with Applicable Laws in all material respects and has not been subject to fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
       11. all its rights and interests in the Project shall pass to and vest in the NAFED on the Transfer Date, free and clear of liens, claims and Encumbrances, without any further actor on its part or that of the NAFED, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbranceis retained by any person, save and except as expressly provided in this Agreement;
       12. the movable fixed assets/Plant & Machinery installed or created by the Concessionaire at the Project Site during the Concession Period can be mortgaged.
       13. no representation or warranty by it contained herein or in any other document furnished by it to the NAFED or to any Government Instrumentality in relation to Applicable Permits contains orwillcontainanyuntrueormisleadingstatementofmaterialfactoromitsorwillomittostate a material fact necessary to make such representation or warranty not misleading;
       14. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement, or for influencing or attempting to influence any officer or employee of the NAFED in connection therewith;
       15. all undertakings and obligations of the Concessionaire arising from the RFP or otherwise shall be binding on it as if they form part of this Agreement
       16. It shall promptly inform the NAFED in writing before initiating any of the following (including any matter incidental or consequential thereto) and give due consideration to the recommendations or suggestions, if any, made by the NAFED in respect thereof:
           1. To apply for corporate insolvency proceedings under the Insolvency and Bankruptcy code, 2016;
           2. For various other matters pertaining to the winding up of the Concessionaire;

However, the NAFED shall not be liable or responsible or incur any liability of any nature arising out of, directly or indirectly, pursuant to any of the above actions taken by the Concessionaire.

#### Representations and warranties of the NAFED

* + 1. The NAFED represents and warrants to the Concessionaire that:
       1. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;
       2. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
       3. ithasnoknowledgeofanyviolationordefaultwithrespecttoanyorder,writ,injunctionorany decreeofanycourtoranylegallybindingorderofanyGovernmentInstrumentalitywhichmay result in any material adverse effect on the NAFED’s ability to perform its obligations under this Agreement;
       4. It has complied with Applicable Laws in all material respects;

#### Disclosure

* + 1. In the event that any occurrence or circumstance comes to the attention of either Party that rendersanyofitsaforesaidrepresentationsorwarrantiesuntrueorincorrect,suchPartyshall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

### ARTICLE8-DISCLAIMER

#### Disclaimer

* + 1. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, reviewed all the Property documents, Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, availability of construction material and resources, availability of electricity andwater, business potential and all information provided by the NAFED or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards are likely to arise or may be faced by it in the course of performance of its obligations here under. The NAFED makes no representation whatsoever, express, implicitor otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the NAFED in this regard.
    2. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or erroring or relating to any of the matters above and here by acknowledges and agrees that the NAFED shall not be liable for the same in any manner whatsoever to the Concessionaire or any person claiming through or under any of them.
    3. The Parties agree that any mistake or error in or relating to any of the matters above shall not vitiate this Agreement or render it voidable.
    4. In the event that either Party becomes aware of any mistake or error relating to any of the matters, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the NAFED to give any notice pursuant to this Clause shall not prejudice the disclaimer of the NAFED and shall not in any manner shift to the NAFED any risks assumed by the Concessionaire pursuant to this Agreement.
    5. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the NAFED shall not be liable in any manner for such risks or the consequences thereof.

### **ARTICLE9-SECURITY**

#### Security

* + 1. The Concessionaire shall provide NAFED an unconditional and irrevocable Bank Guarantee (BG), in favour of NAFED in the form set forth in Schedule B (the **“Security**”). The Security shall be equivalent to **50% of the Annual Concession Fee.** This Security is provided as a safeguard against the Concession Fee, and no interest shall be paid on it.
    2. The Security in the form of BG shall be valid for an initial period of 03 (Three) years with an additional claiming period of 03 (three) months and shall be renewed after every three (3) years, with an increase of 15%. This process shall continue until the end of the Concession Period.
    3. FailureoftheConcessionairetoprovideavalidBankGuaranteeinaccordancewiththisArticle 9shallentitledtheNAFEDtoforthwithterminatethisConcessionAgreementandtoinvokethe Bank Guarantee.
    4. For example,
       1. *Initial Bank Guarantee:* Suppose the initial Annual Concession Fee is ₹10,00,000.The Bank Guarantee amount is 50% of this, which is ₹5,00,000. This BG is valid for three years.
       2. *First Renewal After Three Years:* After three years, the Annual Concession Fee increases by 15% to ₹11,50,000. The new Bank Guarantee amount will be 50% of this revised fee, i.e.,

₹5,75,000.The Concessionaire must submit this updated BG 60 days before the current BG expires.

* + - 1. *Second Renewal After Six Years:* After another three years (six years total), the Annual Concession Fee increases by another 15%, making it ₹13,22,500. The Bank Guarantee amount will now be 50% of this, i.e., ₹6,61,250. The Concessionaire must again submit this updated BG sixty (60) days before the expiry of the existing one.
      2. *Process Continues Until End of Concession Period:* This process of adjusting the Bank Guarantee to reflect 50% of the revised Annual Concession Fee will be repeated every three years until the concession period ends.

#### Release of Security

* + 1. The Security shall remain in force for the complete Concession Period, extension period if, and will be returned after the expiry of the Concession Period or clearance of all statutory or other dues to the satisfaction of NAFED.

#### References to Security

* + 1. ReferencestoSecurityoccurringinthisAgreementforandinrespectofanyperiodpriortothe the delivery of the Security by the Concessionaire to the NAFED, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire.

### ARTICLE10- SITE&RIGHTOFWAY

* + 1. The site of the Project shall comprise of the land area described in Schedule-A and in respect ofwhichtheRightofWayshallbeprovidedandgrantedbytheNAFEDtotheConcessionaire as a licensee under and in accordance with this Agreement. For the avoidance of doubt, it is herebyacknowledgedandagreedthatreferencestotheSiteshallbeconstruedasreferences to the land area required for the Project as set forth in Schedule-A,

#### License, Access, and Right of Way

* + 1. The NAFED hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Compliance and Development Period.
    2. This Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the NAFED, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and license rights in respect of all the land along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the “**Project Site**”), on an “**As is Where is**” basis, free of any Encumbrances to Develop, Build, Operate and Maintain the Project on Project Site, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Project Site, hereditamentsorpremisesoranypartthereofbelongingtoorinanywayappurtenantthereto orenjoyedtherewith,forthedurationoftheConcessionPeriodand,forthepurposespermitted under this Agreement, and for no other purpose whatsoever.
    3. It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the NAFED to terminate the license, upon the Termination/expiry of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire, the Concession in respect of the Project Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.
    4. The Concessionaire hereby irrevocably authorises its nominee to be its true and lawful attorney,toexecuteandsigninthenameoftheConcessionaireatransferorsurrenderofthe license granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof,asufficientproofofwhichwillbethedeclarationofanyduly authorised officer and the Concessionaire consents to it being registered for this purpose.

#### Protection of Site from Encroachments

* + 1. During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any person claiming through or under the Concessionaire to place or create any encumbrance or security interest overall or any part of the Site, or on any right of the Concessionaire therein or under this Agreement,saveandexceptasotherwiseexpresslysetforthinthisAgreement.

#### Access to the NAFED, Authorised Representative

* + 1. The license, Right of Way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the NAFED and NAFED’s Authorised Representative for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

### ARTICLE11-DEVELOPMENTOF[THEPROJECT]

#### Development of the Project

* + 1. The Concessionaire shall develop the Project Site in accordance with the approved Project Plan and submit the Detailed Project Report (DPR), which must align with the Project Plan submitted as Annexure IV of the RFP.
    2. After the Appointed Date, the Concessionaire shall construct, upgrade, install and establish theProjectontheProjectSitespecifiedinSchedule-AintermsofApplicablePermitandGood Industry Practice and after obtaining sanction to the building plans etc. with the design plans and specifications from the proper municipal or other Authority at its own expenses.
    3. The Concessionaire shall carry out or cause to be carried out the Construction Works with the skill, care and diligence. The Concessionaire also undertake or causes to be undertaken at its cost and in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice, all of which form part of the Project Site.
    4. The Development Period for the Project from the Appointed Date, with the possibility of an extension of up to three (03) additional months, subject to approval of NAFED.This extension may be granted based on the progress of the work and any unforeseen delays, as determined by NAFED. If the development is not completed within the initial period of nine (09) months, the Concessionaire may request an extension, but the total duration, including the extension, shall not exceed 12 months.
    5. In the event of non-completion of development work within the Development Period (i.e. 9 months from Appointed Date), the Concessionaire shall be liable to pay a Monthly Rental equivalent to the Monthly Concession Fee until the Commercial Operation Date (COD) is achieved. Failure to do so shall be considered as a default of the terms and conditions of this ConcessionAgreementinconsequencetowhichtheagreementshallstandcancelledandthe the Concessionaire shall have to vacate and return the possession peacefully to NAFED in the same condition as it was originally received at the time of the Appointed Date.
    6. The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay. Provided however, the NAFED at its sole discretion may suitably extend the Development Period not attributable to the Concessionaire.

#### Extension of Time

* + 1. Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Concessionaire shall be entitled to extension of time for further 3 (three) months(the “**Time Extension**”) to the extent that the Project is or will be delayed by any of the following reasons, namely:
       1. Delay in providing the right to access the Site
       2. occurrence of Force Majeure event
       3. any delay, impediment or prevention caused by or attributable to the NAFED, the NAFED's representatives on the Site but does not include the inspection time/review time by the NAFED or its representative
       4. any other cause or delay which entitles the Concessionaire to Time Extension in accordance with the provisions of this Agreement
    2. The Concessionaire shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance, inform the NAFED's Representative by notice in writing, with a copy to the NAFED, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Providedthattheperiodof15(fifteen)businessdaysshallbecalculatedfromthedateon

which the Concessionaire became aware, or should have become aware, of the occurrence of such an event or circumstance.

* + 1. In the event of the failure of the Concessionaire to issue to the NAFED's Representative a notice within the time specified above, the Concessionaire shall not be entitled to any Time Extension.
    2. The NAFED's Representative shall, on receipt of any request regarding extension in accordance with the provisions mentioned above examine the reasons in connection to extension expeditiously within the time frame specified herein. In the event the NAFED's Representative requires any clarification to examine the claim,the NAFED'sRepresentative shall seek the same within 05 (five) days from the date of receiving such claim. The Concessionaire shall, on receipt of the communication of the NAFED's Representative requesting for clarification, furnish the same to the NAFED's Representative within 05 (five) daysthereof.TheNAFED'sRepresentativeshall,withinaperiodof5(five)daysfromthedate of receipt of such clarifications, forward in writing to the Concessionaire its determination of Time Extension.

### ARTICLE12-OPERATIONANDMAINTENANCEPERIOD

#### Commencement and Duration

* + 1. The O&M period of the Project shall commence from the date of Commercial Operations Date (COD).

#### ObligationsoftheConcessionaireduringO&MPeriod

* + 1. During the Operation Period, the Concessionaire shall operate and maintain, inter alia at its own cost, expense the Project, and comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and Good Industry Practice.
    2. During the Operation Period, the Concessionaire shall have the right to prevent, impede or obstruct any valid visitor from using the Project Site, save and except for regulating such usage under the terms of this Concession Agreement. Under exceptional circumstances, if the Concessionaire apprehends any detriment to the Project, it shall seek instructions from the NAFED, whose decision in this regard shall be final.
       1. The Concessionaire is allowed to carry out adjustments, repairs, replacements or modifications during the O&M period to maintain the Project. The concessionaire, install appropriate danger signs in English, Hindi, and the local language, notices and barriers as necessary to avoid any accidents and/or emergencies on the Project Site.
    3. The Concessionaire shall bear the entire responsibility and liability for operation and maintenance of the Project.
    4. Notwithstanding anything contained herein, the Concessionaire shall be solely responsible for alltheclaimsorproceedingsfiledwithrespecttothemanagementandoperationoftheproject whether with regard to any negligence committed in the project otherwise for any reasons whatsoever whether intentionally or unintentionally and the Authority shall not be responsible or liable for the same whether vicariously or otherwise and the Concessionaire shall always keep the Authority indemnified in this regard.

### ARTICLE13-CONCESSION FEE

#### Concession Fee

* + 1. In consideration of the grant of Concession, the Concessionaire shall pay to NAFED by way of Concession Fee,a sum of Rs.……………………………(Rupee )per

annum referred to the “Concession Fee”.

* + 1. The Concessionaire shall pay the Concession Fee to NAFED, which shall be increased by 15% in every three years till the completion of the Concession Period.

#### Payment of Concession Fee

* + 1. The Concession Fee payable under the provisions of this Article 13shallbedueandpayable inadvanceasmonthlyinstalmentby7thdayofeverymonthfromthestartofCOD.However, from the signing of the Concession Agreement until the end of the Development Period, the Concessionaire will not be required to make any payments to NAFED
    2. In case of default of Concession fee for consecutive 3 (three) months from its due date until the end of the Development Period, the Concessionaire will not be required to make any payments to NAFED.
    3. In case of default in payment of any Monthly Concession Fee, the Concessionaire shall be liabletopayinterestattherateof18%per annum for the delayed period (calculated on a daily basis) until next three (03) months. However, in case the delay is beyond three (3) months, the same shall be considered to be a default of the terms and conditions of this Concession Agreement and consequently this Agreement shall stand cancelled.

### ARTICLE14-SAFETYREQUIREMENTS

#### Safety Requirements

* + 1. The Concessionaire shall comply with Applicable Laws and Applicable permits and conform to Practice securing the safety of persons present at the Project.Inparticular, the Concessionaire shall comply with the safety requirements.

# PART-III:FORCE MAJEURE AND TERMINATION

### ARTICLE15-FORCEMAJEURE

#### Force Majeure

* + 1. Neither party shall be held liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to an event of Force Majeure. "Force Majeure" refers to events beyond the reasonable control of the affected party, including, but not limited to, natural disasters (e.g.,earthquakes, floods, hurricanes),war, terrorism,strikes, government actions, pandemics, or other unforeseen circumstances that prevent or delay performance.The Affected Party shall promptly notify the other party of the occurrence of such an event and make reasonable efforts to mitigate its effects. If the Force Majeure event continues for a specified period (e.g., 60 days), either party may terminate this Agreement without liability.

### ARTICLE16-TERMINATION

#### Termination for Concessionaire’s Default

* + 1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, the Concessionaire shall be deemed to be in default of this Agreement(the“**ConcessionaireDefault**”), unless the default has occurred solely as a result of any breach of this Agreement by the NAFED or due to Force Majeure.The defaults referred to herein shall include:
       1. In the event that the development is not completed within the Development Period and COD is not achieved in accordance with Clause 11.1.5;
       2. the Concessionaire is in breach of the payment of Concession fee or Property tax as the case may be;
       3. the Concessionaire has failed to make any payment to the NAFED within the period specified in this Agreement;
       4. the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
       5. there is a transfer, pursuant to law either of (i)therightsand/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;
       6. An anexecution levied onanyofthe assetsoftheConcessionairehascauseda Material Adverse Effect;
       7. aresolutionforinsolvencyoftheConcessionaireispassed,oranypetitionforinsolvencyofthe Concessionaire is initiated before a court (including tribunal) of competent jurisdiction in accordancewiththeprovisionsofInsolvencyandBankruptcyCode,2016andsuchapplication has not been withdrawn within 30 (thirty) days of the date thereof
       8. the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the NAFED, a Material Adverse Effect;
       9. aresolutionforwindingupoftheConcessionaireispassed,oranypetitionforwindingupofthe Concessionaireisadmittedbyacourt(includingtribunal)ofcompetentjurisdictioninaccordance with the provisions of Insolvency and Bankruptcy Code, 2016 or CompaniesAct, 2013 and a liquidator (including provisional liquidator) is appointed and such order has not been set aside within 03 (Three) months of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the ProjectAgreements; and provided that:
          1. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
          2. the amalgamated or reconstructed entity has the financial standing to perform its obligationsunderthisAgreementandtheProjectAgreementsandhasacreditworthiness at least as good as that of the Concessionaire as at theAppointed Date; and
          3. each of the Project Agreements remains in full force and effect;
       10. any representation or warranty of the Concessionaire herein contained which is,asofthe date hereof,foundtobemateriallyfalse,incorrectormisleadingortheConcessionaireisatanytime hereafter found to be in breach thereof;
       11. The Concessionaire submits to the NAFED anystatement, or other document,inwritten or electronic form, which has a material effect on the NAFED’s rights, obligations or interests and which is false in material particulars;
       12. The Concessionaire issues a Termination Notice in violation of this Agreement
       13. The Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; OR the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the NAFED.
    2. Without prejudice to any other rights or remedies which the NAFED may have under this Agreement,uponoccurrenceofaConcessionaireDefault,theNAFEDshallbeentitledto terminatethisAgreementbyissuingaTerminationNoticetotheConcessionaire;provided that before issuing the Termination Notice, the NAFED shall by a notice inform the ConcessionaireofitsintentiontoissuesuchTerminationNoticeandgrant15(fifteen)days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or notit is inreceipt ofsuchrepresentation,issuetheTermination Notice.

#### TerminationduetoNon–Compliance

* + 1. IntheeventthattheConcessionairefailstofulfilltherequirementsspecifiedintheConcession Agreement, including, but not limited to, failure to obtain the necessary approvals, complete constructionwithinthestipulatedtime,ormeetothercontractualobligations,NAFEDreserves therighttoimmediatelyterminatetheConcessionAgreement.Thisterminationwillbeeffective without prior notice or warning.Additionally, NAFED will invoke the Security provided by the Concessionaire in the form of a Bank Guarantee as a penalty for non-compliance. The Concessionaire will forfeit any claim to the Security, and no additional compensation will be provided. The Concessionaire will also bear any costs or consequences arising from this termination,including,butnotlimitedto,therecoveryofdamages,losses,orpenaltiesincurred by NAFED due to the breach of any terms of this Agreement.

#### Other rights and obligations of the NAFED

* + 1. Due to earlier termination by NAFED or expiry of this Concession Agreement, the NAFED shall:
       1. be deemed to have taken possession and control of the Project forthwith;
       2. take possession and control of all materials,stores, implements, construction plants, and equipment on or about the Site;
       3. beentitledtorestraintheConcessionaireandanypersonclaimingthroughorunderthe Concessionaire from entering upon the Site or any part of the Project;
    2. Upon the earlier termination initiated by either party i.e., the Concessionaire or the NAFED, during the Concession Period,theConcessionaireshallhandovertotheNAFEDthepeaceful and vacant possession of the Project Site in the same condition as it was handed over by NAFED.
    3. Failure to hand over the same within a period of 7 (seven) days of the earlier termination of the Concession Period would make the Concessionaire liable for payment of penalty equivalent to 1% (one percent) of the last Annual Concession Fee up-to a maximum of 30 (thirty)days, after which the NAFED shall be entitled to enter upon and take possession of the Project Site.

#### Limitation of Liability

* + 1. Neither Party shall be liable to the other for any loss of profit, loss of business, loss of production, loss of contracts or for any indirect or other consequential loss or damage whatsoever that may be suffered by the other Party.

#### Mutual Foreclosure

* + 1. Without prejudice to any provision of this Agreement, the NAFED and Concessionaire may terminate this Agreement by mutual consent,prior to issuing a two (02) months written notice in circumstances which does not constitute NAFED’s Default, Concessionaire’s Default or Force Majeure.
    2. ShouldaPartyintendtoforeclosethisAgreementbymutualconsent, the intending Party shall issue a two (02) months written notice to the other Party and upon issuance of such Notice, the other Party may within a reasonable time- frame eitheragree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
    3. AnyattemptorendeavourforforeclosurebymutualagreementunderthisClauseshall,subject totherightsandobligationsofthePartiessurvivingunderthisClause,bewithoutprejudiceto therights and obligations ofthe Parties herein and the factum of suchanattempt orexercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.Fortheavoidanceofdoubt,itisagreedthatalltherights,claims,andobligations of either party arising under this Agreement shall cease upon execution of the Mutual Foreclosure Agreement hereunder.
    4. For the avoidance of doubt, it is clarified that such foreclosure shall not affect the Concessionaire in any way if it wishes to bid in future projects of the NAFED.

### ARTICLE17- DIVESTMENTOFRIGHTSANDINTEREST

#### Divestment Requirements

* + 1. Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:
       1. notify the NAFED forthwith the location and particulars of all Project Assets;
       2. deliver forthwith the actual or constructive possession of the Project free and clear of all Encumbrances,
       3. the staff recruited by the Concessionaire shall not be transferred to the NAFED upon termination of this Agreement;
       4. transfer and/or deliver allApplicable Permits to the extent permissible underApplicable Laws;
       5. execute such deeds of conveyance, documents and other writings as the NAFED may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project, and
       6. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the

ConcessionaireintheProjectFacilities,freefromallEncumbrances,absolutelyuntothe NAFED or to its nominee.

# PART-IV:OTHERPROVISIONS

### ARTICLE18-ASSIGNMENTAND CHARGES

#### Restrictions on assignment and charges

* + 1. Subject to Clauses 20.2, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the NAFED, which the NAFED shall be entitled to decline without assigning any reason.
    2. the Concessionaire shall not create nor permit to subsist any Encumbrance or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in writing of the NAFED, which consent the NAFED shall be entitled to decline without assigning any reason.

#### Permitted assignment and charges

* + 1. The rest of the set for thin Clause 20.1 shall not apply to:
       1. mortgages/pledges/hypothecation of goods/ assets other than Movable Assets and their related documents of title, a security only for indebtedness.
       2. liensorencumbrancesrequiredbyanyApplicableLaw.

### ARTICLE19-LIABILITYAND INDEMNITY

#### Indemnity by Concessionaire

* + 1. The Concessionaire shallfully indemnify, defend, save and holdharmlessthe NAFEDandits officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, against any and all suits, proceedings, actions, demands and claimsfromthirdpartiesforanyloss,damage,costandexpenseofwhateverkindandnature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect by the Concessionaire to any User or from any negligence ofthe Concessionaireundercontractortortoronanyother ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the NAFED Indemnified Persons.

### **ARTICLE 20- RIGHTS AND TITLE OVER THE SITE**

#### License rights

* + 1. For the purpose of this Agreement,theConcessionaireshallhaverightstotheuseoftheSite as a licensee subject to and in accordance with this Agreement.

#### Access rights of the NAFED and others

* + 1. The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the NAFED, Lenders, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

#### Restriction on sub-licensing

* + 1. The Concessionaire shall not sublet, lease, assign, transfer, or part with possession of the wholeoranyportionoftheproperty,directlyorindirectly,toanythirdparty,entity,orindividual. Any unauthorized subletting shall be treated as a **material breach** of the agreement, giving NAFED the right to terminate the contract, impose penalties, or take legal action as deemed necessary.

### ARTICLE21-DISPUTERESOLUTION

#### Disputeresolution

* + 1. Anydispute arising from this Agreement ("Dispute") shall be resolved as per Clause 21 (DisputeResolution).IfthePartiescannotresolvetheDisputethroughgoodfaithdiscussions, either Party may refer the matter to arbitration by serving notice to the other Party.
    2. Arbitrationshall be governed by the Arbitration and Conciliation Act, 1996 of India. The Managing Director of NAFED will act as the soleArbitrator. The arbitration will be conducted in English, with the venue in Delhi.
    3. ThecostofarbitrationshallbebornebytheParty/PartiesaspertheArbitrationand Conciliation Act, 1996.
    4. The arbitration award shall be reasoned, final, and binding on the Parties. The right to arbitration under this Clause 21.1 shall survive the expiry or termination of theAgreement."

### ARTICLE22-MISCELLANEOUS

#### Governinglawandjurisdiction

* + 1. ThisAgreementshallbeconstruedandinterpretedinaccordancewithandgovernedbythe laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### Waiverofimmunity

* + 1. EachPartyunconditionallyandirrevocably:

1. agreesthatexecution,deliveryandperformancebyitofthisAgreementconstitutecommercial acts done and performed for commercial purpose.
2. agreesthat,shouldanyproceedingsbebroughtagainstitoritsasset,propertyorrevenuesin any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets.
3. waives any right of immunity which it or its assets,property or revenues now has,may acquire in the future or which may be attributed to its in any jurisdiction; and
4. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or executionagainst it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).
5. Land use change shall not be a pre-condition for bid submission. The financial quotes must be submitted independent of any proposed change in land use by the bidder. No illegal or unauthorized land use conversion shall be permitted under any circumstances.
6. The concessionaire shall not sub-lease the premises or use the land rights for mortgage or collateral purposes during the concession period.

#### Depreciation and Interest

* + 1. For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the NAFED shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under Applicable Laws.
    2. Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rate.

#### Waiver

* + 1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement;

1. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
2. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
3. shall not affect the validity or enforceability of this Agreement in any manner.
   * 1. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or otherindulgencegrantedbyaPartytotheotherPartyshallbetreatedor deemedaswaiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### Liability for review of Documents and Drawings

* + 1. Except to the extent expressly provided in this Agreement:

1. no review by NAFED nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereundershallrelieveorabsolvetheConcessionairefromitsobligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
2. the NAFED shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection.

#### Exclusion of implied warranties, etc.

* + 1. This Agreement expressly excludes any warranty, condition or other undertaking implied at laworbycustomorotherwisearisingoutofanyotheragreementbetweenthePartiesorany representation by either Party not contained in a binding legal agreement executed by both Parties.

#### Survival

* + 1. Termination shall:

1. not relieve the Concessionaire or NAFED, as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof, and
2. exceptasotherwiseprovidedinanyprovisionofthisAgreementexpresslylimitingtheliability ofeitherParty,notrelieveeitherPartyofanyobligationsorliabilitiesforlossordamagetothe other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
   * 1. AllobligationssurvivingTerminationshallonlysurviveforaperiodof3(three)yearsfollowing the date of such Termination.

#### Entire Agreement

* + 1. This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereafter shall be valid and effective unless such amendment or modification is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.

#### **Severability**

* + 1. If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentalitytobeinvalid,illegalorunenforceable,thevalidity,legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement under Clause

37.1orotherwise.

#### **No partnership**

* + 1. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for ,or act on behalfof,ortoactasorbeanagentorrepresentative of, or to otherwise bind, the other Party.

#### Third parties

* + 1. This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

#### Successors and assigns

* + 1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### Notices

* + 1. Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:
       1. in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the NAFED; provided that notices or other communications to be given to an address outside [City Name]may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mailor bycourier, be sent by facsimileor e-mail to the number as the Concessionaire may from time to time designate by notice to the NAFED; in the case of theNAFED,begivenbyfacsimileore-mailandbyletterdeliveredbyhandandbeaddressed to the Chairman of the NAFED with a copy delivered to the NAFED Representative or such otherpersonastheNAFEDmayfromtimetotimedesignatebynoticetotheConcessionaire; provided that if the Concessionaire does not have an office in [City Name] it may send such notice by facsimile or email and by registered acknowledgement due, air mail or by courier; and
       2. anynoticeorcommunicationbyaPartytotheotherParty,giveninaccordanceherewith,shall be deemed to have been delivered when in the normal course of post it ought to have been deliveredandinallothercases,itshallbedeemedtohavebeendeliveredontheactualdate andtimeofdelivery;providedthatinthecaseoffacsimileoremail,itshallbedeemedtohave been delivered on the working day following the date of its delivery.

#### Supplementary Agreement

* + 1. The Parties agree that the Parties may execute a Supplementary Agreement novating any terms and conditions of this Agreement.

#### Language

* + 1. AllnoticesrequiredtobegivenbyonePartytotheotherPartyandallothercommunications, DocumentationandproceedingswhichareinanywayrelevanttothisAgreementshallbein writing and in English language.

#### Counterparts

* + 1. ThisAgreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute and original of this Agreement.

### ARTICLE23-DEFINITIONS

#### Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**“Accounting Year”** means the financial year commencing from the first day ofApril of any calendar year and ending on the thirty-first day of March of the next calendar year;

**“AffectedParty”**shallhavethemeaningassetforthinClause18;

**“Agreement”** or **“Concession Agreement”** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“ApplicableLaws”**meansalllaws,broughtintoforceandeffectbyGOIorMaharashtraGovernment including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to thisAgreement and the exercise, performance anddischargeoftherespectiverightsandobligationsofthePartieshereunder,asmaybeinforceand effect during the subsistence of this Agreement;

**“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Development of the Project during the subsistence of this Agreement;

**“AppointedDate”**meansthenextdayafterComplianceDateisachievedandshallbedeemedtobe the date of commencement of the Concession Period;

**“ArbitrationAct”** meanstheArbitrationandConciliationAct,1996andshallincludemodificationsto or any re-enactment thereof, as in force from time to time;

**“NAFED Representative”** means such person or persons as may be authorised in writing by the NAFED to act on its behalf under this Agreement and shall include any person or persons having NAFEDtoexerciseanyrightsorperformandfulfilanyobligationsoftheNAFEDunderthisAgreement;

**“Bank”** means a bank incorporated in India and having a minimum net worth of Rs. 1,000 Crore (Rupees one thousand Crore)

**“Bid”** means the documents in their entirety comprised in the bid submitted by the {selected bidder} in response to the Request for Proposals in accordance with the provisions thereof “Bid Due Date” shall have the meaning as ascribed to it under Volume I-RFP;

**“EMD”**meanstheEarnestMoneyDeposit(EMD)providedbythe[Concessionaire/{selectedbidder}] to the NAFED along with the Bid in a sum of Rs. 10,00,000 (Rupees Ten Lakhs), in accordance with theRequestforProposal,andwhichistoremaininforceuntilAppointedDateisachievedorafterthe Security in the form of Bank Guarantee (BG) is received from Concessionaire whichever is later;

**“Business Day”** means day (other than a Sunday) on which banks in the State where the Project is situated are generally open for business;

**“COD”or“CommercialOperationDate”**referstothedateconfirmedbyaNAFEDofficial,following a site visit, after receiving the intimation from the Concessionaire regarding the commissioning and readiness of the Project in terms of its commercial operations;

**“Company”**meansthecompanyactingastheConcessionaireunderthisAgreement;

**“Compliance Date”** refers to date when all the condition precedent are complied with or three (3) months from date of execution of Concession Agreement, whichever is earlier;

“**Consents, Clearances, Permits”** shall mean all authorizations, licenses, approvals, registrations, permits,waivers, privileges,acknowledgements,agreements,orconcessionsrequiredtobeobtained from or provided by any concerned authority for the Development, execution and performance of the Project including without any limitation on the construction/Development, ownership, operation and maintenance of the Project Site;

**“Concessionaire”** shall have the meaning attributed thereto in the array of Parties asset for thinthe Recitals;

**“Concession Agreement/Agreement”** means and includes this signed Concession Agreement, its Recitals, the Schedules here to and any amendments there tomadeinaccordancewiththisprovisions contained in this Agreement;

**“Concession Period”** means the period starting on and from the Appointed Date and ending on the Transfer Date as specified in Clause 3.1.1

**"Development Period”** refers to period of Nine (9) months Compliance Date, with the possibility of an extension of up to three (3) additional months, subject to approval of NAFED. This extension may begrantedbasedontheprogressoftheworkandany unforeseendelays,asdeterminedbyNAFED. If thedevelopment (includes construction, renovation, refurbishing, augmentation, up-gradation, installationandotheractivities)isnotcompletedwithintheinitialone-yearperiod,theConcessionaire mayrequestanextension,butthetotalduration,includingtheextension,shallnotexceed twelve(12) months**.**;

**“Dispute”** shall have the meaning as set forth in Clause 21.1.1; “Dispute Resolution Procedure” means the procedure for resolution of Disputes as set forth inArticle 21.1.1;

**“Divestment Requirements”** means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 17.1;

**“Encumbrances”** means, in relation to the Project any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

**“ForceMajeure”**or**“ForceMajeureEvent”**shallhavethemeaningascribedtoitinClause 15.1.

““**WarehousingFacilities**”includestoragespacesforgoods,suchasColdStorage,Bonded/General/ Agri warehouses.

**“GOI”**or**“Government”**meanstheGovernmentofIndia;

“**Good Industry Practice**” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under thisAgreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable,safe,economicalandefficient manner andfor providingsafe, economical, reliable and efficient manner

**“Government Instrumentality”** means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, NAFED, agency or municipal andotherlocalNAFEDorstatutorybody,includingpanchayat,underthecontroloftheGovernmentof Indiaor the State Government, as thecase may be, andhavingjurisdictionover all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

**“MaterialAdverseEffect”** meansamaterialadverseeffectofanyactoreventontheabilityofeither Party to perform any of its obligations under and in accordance with the provisions of thisAgreement and which act or event causes a material financial burden or loss to either Party;

**“Monthly Concession Fee”** means the amount derived by dividing theAnnual Concession Fee by twelve (12) (i.e., Annual Concession Fee/12);

**“OperationPeriod”**meanstheperiodcommencingfromCODandendingontheTransferDate;

**“Parties”** means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

**“Security”** shall have the meaning as set forth in Clause 9.1.

**“Project”** means refers to the Warehousing Facility to be developed at the Project Site by the Concessionaire.

**“ProjectAssets”**meansallphysicalandotherassetsrelatingtoandformingpartoftheSiteincluding

* + 1. Rights over the Site in the form of license,
    2. Tangible assets such as civil works and equipment including foundations, embankments, electrical systems, communication systems, rest areas,
    3. Project Facilities situated on the Site;
    4. buildingsandimmovablefixtures(e)allrightsoftheConcessionaireundertheProject Agreements;
    5. financialassets,suchasreceivables,securityetc.;
    6. insuranceproceeds;and
    7. Applicable permits and authorizations relating to or in respect of the Project.

**“ProjectSite/Site”**meansthelandgivenbyNAFEDtoConcessionaire,on,under,inorthroughwhich the facilities or any other Development and Operation of the Project situated at (a and b)

* + - 1. Plot bearing no. Mpl no. 12-7-2-4, Sy. No. 197-A & 197-B, Raichur Co-operative Oil Complex, Hyderabad Road, Raichur – 584102, Karnataka as described in Schedule-C under the Project

**“Re.”,“Rs.”or“Rupees”**or**“Indian Rupees”**means the lawful currency of the Republic of India;

**“Right of Way”** means the constructive possession of the Site, together with all way leaves, easements, licenses, unrestricted access use and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project in accordance with this Agreement;

**“Scope of the Project”** shall have the meaning set forth in Clause 2.1;

**“State”** means the State of Maharashtra in which the Project is situated and “State Government” means the government of that State;

**“Taxes”** means any Indian taxes including excise duties, customs duties, goods and services tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, leviedor, imposedbyanyGovernmentInstrumentality, but excluding interest,penaltiesandother sumsinrelationtheretoimposedonanyaccountwhatsoever.For the avoidance of doubt,Taxes shall not include taxes on corporate income;

**“Termination”**means the expiry or termination of this AgreementandtheConcessionhereunder;

**“Termination Notice”** means the communication issued in accordance with thisAgreement by one Party to the other Party terminating this Agreement;

INWITNESSWHEREOFTHEPARTIESHAVEEXECUTEDAND DELIVERED THISAGREEMENT AS OF THE DAY, MONTHAND YEAR FIRSTABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

ForandonbehalfofTHENAFEDby:

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mailaddress)

THECOMMONSEALOFCONCESSIONAIREhasbeenaffixedpursuanttotheresolutionpassedby the Board of Directors of the Concessionaire at its meeting held on the ………….. day of ………….. 20…….. Hereunto affixed in the presence of…………..Director, who has signed these presents in tokenthereof…………..and companySecretary/AuthorisedOfficerwhohascountersigned

thesameintokenthereof;

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mailaddress)

Inthepresenceof: 1.

# SCHEDULES

SCHEDULE A: SITE OF THE PROJECT

#### The Site

The subject property is situated at PLOT BEARING NO. Mpl No. 12-7-2-4,Sy. No. 197-A & 197-B, RAICHUR CO-OPERATIVE OIL COMPLEX, HYDERABAD ROAD, RAICHUR, and measures approximately 8.25 acres. The site is well connected to other parts of the city by road and has good connectivity through road, rail, and air.

**Figure1:ProjectLocationandConnectivity**

**Table1: Distance of the Project Site from Key Locations**

* Nearest Railway station is Raichur Railway station which is 5km away from the site.
* Nearest Airport is Rajiv Gandhi International Airport in Hyderabad approximately 200 km from the site.

**Table2: Total Area for Project Site**

|  |  |
| --- | --- |
| **Particulars** | **Acres** |
| Total Site Area | 8.25 acres |

**Site and Surrounding**

North – Vacant plot 7 godown of RAPCMS

South- Private Land

East – Vacant Plot & ARC godown of RAPCMS

West – Vacant Plot of RAPCMS & Railway Line vide Master Plan of the land belonging to RAPCMS

The subject property benefits from the excellent property connectivity to major transportation routes. Strategic location makes property ideal for the development of a warehouse as it ensures easy access to key road networks, facilitating efficient logistics and transportation.

#### Figure 2: Layout of Project Site

#### 

**SCHEDULE B: SECURITY**

To,

Nameandaddress

### WHEREAS:

* 1. [•] (the “Concessionaire”) and the [•] (“NAFED”) have entered into a ConcessionAgreement dated [•] (the “Agreement”) whereby the NAFED has resolved to establish the Project Site (s) at [•] in district [•] in the State of [•] on Design, Build, Finance, Operate, Maintain and Transfer basis, subject to and in accordance with the provisions of the Agreement.
  2. TheAgreementrequirestheConcessionairetofurnishaSecuritytotheNAFEDinasumof

(Rupees )assessedbytheNAFED mentioned in the Agreement) as security for due and faithful performance of its obligations, under and in accordance with theAgreement, during the Development Period (as defined in theAgreement).

* 1. We, [•] through our Branch at [•] (the “Bank”) have agreed to furnish this Bank Guarantee by way of Security.

**NOW, THEREFORE,** the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

* + 1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the NAFED uponoccurrenceofanyfailureordefaultindueandfaithfulperformanceofallorany oftheConcessionaire’sobligationsduringthe DevelopmentPeriod,underandinaccordance withtheprovisionsoftheAgreement,onitsmerefirstwrittendemand,andwithoutanydemur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the NAFED shall claim, without the NAFED being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
    2. A letter from the NAFED, under the hand of its authorized representative, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligationsunderandinaccordancewiththeAgreementshallbeconclusive,finalandbinding on the Bank. The Bank further agrees that the NAFED shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Development Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the NAFED and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other NAFED or body, or by the discharge of the Concessionaire for any reason whatsoever.
    3. InordertogiveeffecttothisGuarantee,theNAFEDshallbeentitledtoactasiftheBankwere theprincipaldebtorandanychangeintheconstitutionoftheConcessionaireand/ortheBank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
    4. Itshallnotbenecessary,andtheBankherebywaivesanynecessity,forthe NAFEDtoproceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
    5. The NAFED shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in theAgreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the NAFED against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in theAgreement and/or the securities available to the NAFED, and the Bankshallnotbereleasedfromitsliabilityandobligationunderthesepresentsbyanyexercise by the NAFED of the liberty with reference to the matters aforesaid or by reason of time being giventotheConcessionaireoranyotherforbearance,indulgence,actoromissiononthepart of the NAFED or of any other matter or thing whatsoever which under any law relating to suretiesandguarantorswouldbutforthisprovisionhavetheeffectofreleasingtheBankfrom its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
    6. ThisGuaranteeisinadditiontoandnotinsubstitutionofanyotherguaranteeorsecuritynow orwhichmayhereafterbeheldbytheNAFEDinrespectoforrelatingtotheAgreementorfor the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
    7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the GuaranteeAmount and this Guarantee will remain in force for theperiodspecifiedinparagraph8belowandunlessademandorclaiminwritingismadeby the NAFED on the Bank under this Guarantee, no later than 180 (one hundred and eighty) daysfromthedateofexpiryofthisGuarantee(“ClaimPeriod”),allrightsofthe NAFEDunder this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
    8. TheSecurity,subjecttotheClaimPeriodmentionedinClause(7)above,shallceasetobein force and effect when the Commercial Operation Date under the Agreement has occurred. UponrequestmadebytheConcessionaire,aftertheexpiryoftheClaimPeriod,forreleaseof the Security along with the particulars required hereunder including that the Commercial OperationDateundertheAgreementhasoccurred,dulycertifiedbyastatutoryauditorofthe Concessionaire, and the NAFED shall release the Security forthwith.
    9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the NAFED in writing and declares and warrants that it has the powerto issuethisGuarantee,andtheundersigned hasfullpowers to dosoonbehalf ofthe Bank.
    10. Anynoticebywayofrequest,demandorotherwisehereundermaybesentbypostaddressed totheBankatitsabovereferredBranch,whichshallbedeemedtohavebeendulyauthorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemedtohavebeengivenatthetimewhenitoughttohavebeendeliveredinduecourseof post and in proving such notice, when given by post, it shall be sufficient to prove that the envelopecontainingthenoticewaspostedandacertificatesignedbyanofficeroftheNAFED that the envelope was so posted shall be conclusive.
    11. ThisGuaranteeshallcomeintoforcewithimmediateeffectandshallremaininforceandeffect untilthedatewhich is three (3)years aftertheoccurrenceof[CommercialOperationDate]of phase [\*] under the ConcessionAgreement as notified to the Bank by the NAFED.

Signedandsealedthis[•]dayof[•]20[•]at[•]

### SIGNED, SEALED AND DELIVERED

ForandonbehalfoftheBANK by:

(Signature) (Name) (Designation) (CodeNumber) (Address)

### NOTES:

* + - 1. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
      2. The address,telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.