**NATIONAL AGRICULTURAL CO-OPERATIVE MARKETING FEDERATION OF INDIA LTD**

Plot No.35, Warehousing Center, Gandhi Nagar, Kochi – 682020

Ph.0484-2204520; Mob: 9388627873

E-mail: nafkoc@nafed-india.com; nafkochi@gmail.com Website : [www.nafed-india.com](http://www.nafed-india.com/)

NOTICE INVITING TENDER

Sealed tenders are invited for letting out NAFED office cum godown measuring 950 sq. ft. situated at Gandhinagar, Ernakulam on “as is where is basis”. Interested parties can obtain tender documents from the above address or the same can also be downloaded from our website: [www.nafed-india.com/tender.asp.](http://www.nafed-india.com/tender.asp) Last date for submission of sealed tender is 18.09.2025 up to 3.00 PM.

STATE HEAD

# NOTICE OF DISCLAIMER

1. The information contained in this tender 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 TENDER document and all other terms and conditions subject to which such information is provided.
2. No part of this tender and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The tender document has been prepared solely for inviting financial bids from its eligible empanelled suppliers. , NAFED does not purport this information to be all- inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this tender is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, 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 tender.
4. Neither NAFED nor its representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this tender Document. Interested parties are 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 bidding process. Applicants have to undertake their own studies and provide their bids.
5. This tender documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the project in relation to which it is being issued.
6. The information and statements made in this tender document have been made in good faith. Interested parties should rely on their own judgments in participating in the said tender. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
7. The tender 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 tender Document.
8. NAFED reserves the right to reject all or any of the Bids submitted in response to this tender at any stage without assigning any reasons whatsoever.
9. All Applicants are responsible for all costs incurred by them, NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
10. NAFED reserves the right to modify, suspend, change or supplements this tender at any stage. Any change to the tender will be notified to all the Applicants to whom the tender is issued.
11. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

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NATIONAL AGRICULTURAL CO-OPERATIVE MARKETING FEDERATION OF INDIA LTD

Plot No.35, Warehousing Center, Gandhi Nagar,Kochi - 682020 Ph.0484-2203739; Mob: 9388627873

E-mail: nafkoc@nafed-india.com; nafkochi@gmail.com Website : [www.nafed-india.com](http://www.nafed-india.com/)

**Tender notice for letting out of office-cum-godown situated at Gandhinagar,**

**Ernakulam, Kerala**

Sealed tenders are invited for letting out NAFED office-cum-godown measuring total 950 sq. ft situated at Gandhinagar, Ernakulam, Kerala state on "as is where is basis". **The details of the office-cum-godown is given, as per Annexure-1.**

Interested parties can obtain tender forms from our office on all working days during working hours 9.30 AM to 5.30 PM on payment of Rs.500/- + Rs 90/- (18% GST Total Rs 590/-(Non-refundable) or download from URL [http://www.nafed-india.com/tender.asp.](http://www.nafed-india.com/tender.asp) The downloaded tender documents must be accompanied with tender fee of Rs.500/- + Rs 90/- (18% GST) Total Rs 590/- payable through demand draft of nationalized/reputed bank in favour of NAFED payable at ERNAKULAM at the time of submission of sealed tender documents complete in all respects along with a demand draft/RTGS (for the amount of 1% of Annual Monthly License fees offered plus GST as applicable) in favour of NAFED payable at ERNAKULAM towards Earnest Money Deposit (EMO) should be submitted/dropped in tender box on or be 18.09.2025 up to 03.00 PM at the above address which shall be opened in the presence of bidders/authorized representatives, who wish to be present on the same day at our above office at 03.30 PM. The EMO is exempt for the Government Institutions. Tender form submitted incomplete in any respect without tender fee (for tender downloaded) or EMO (exempted to Government institutions) shall be summarily rejected. Further, NAFED

reserves the right to accept or reject any or all tenders without assigning any reason thereof.

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# TENDER FORM FOR LETTING OUT NAFED OFFICE CUM GODOWN (TO BE SUBMITTED ON LETTER HEAD)

From:……………………… Date:-………

……………………….

……………………….

To,

State Head,

NATIONAL AGRICULTURAL CO-OPERATIVE MARKETING FEDERATION OF INDIA LTD

Plot No.35, Warehousing Center, Gandhi Nagar,Kochi - 682020

SUB: TENDER FOR LETTING OUT NAFED OFFICE CUM GODOWNS.

Dear Sir,

Please refer to your advertisement published in edition dated and on NAFED website inviting tenders letting out your godowns on leave and license basis. We are pleased to quote our rates as under:-

SN 1.

2.

Particulars

Brief profile of the establishment

Registered and correspondence address

Information

3.

4.

5.

6.

7.

8.

Type of Company (Pvt. Ltd/Public Ltd/Partnership Firm) – Attach documentary evidence.

Name of Chief Executive PAN No. (Attach Copy) TIN No.

PF & ESI No.

GST Registration No.

|  |
| --- |
|  |
| 9. | Purpose of hiring of Godown/ Warehouse |  |
| 10. | Name & Designation with attested specimen signature of the authorizedsignatory |  |
| 11. | Contact Person with Designation, mobile and landline number, e-mail ID, fax no. and website |  |
| 12. | Details of payment of tender form Fee. |  |
| 13. | Details of payment of Earnest Money Deposit |  |
| 14. | Any other relevant information |  |
| 15. | Monthly license fee offered exclusive ofTaxes. |  |
| 16. | Service Tax and other applicable tax asapplicable. |  |
| We have gone through the terms and conditions of the tender document and we hereby accept the same.We are enclosing herewith Rs……………………… towards Earnest Money Deposit vide DD/RTGS No. ………….… dated ……….. drawn on……………………………………….….. in favour of NAFED payable at Ernakulam along with signed copy terms & conditions.Thanking you,Yours faithfully,(Authorized Signatory) (Name & complete address of the tenderer along with seal)Page **6** of **22** |

# TERMS & CONDITIONS OF TENDER LETTING OUT FOR NAFED GODOWNS

1: Reserve monthly license fee for hiring above godown is 35.00 per Sq Ft per month plus applicable taxes. Any offer less than the reserve price will not be entertained. The price bid shall be submitted in the format as per Annexuer-III.

2: The offer shall be submitted along with Earnest Money Deposit (EMD) i.e. 1% value of the Annual License fee offered and quoted plus GST as applicable (refundable without any interest). However this shall not be applicable to Govt. Institutions, however, no waiver for EMD except Government Institutions will be considered.

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

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

5: Sealed tender documents completed in all respect along with demand draft for required amount of EMD in favour of NAFED payable at ERNAKULAM should be submitted/dropped in the tender box kept at place to be specified by branch/unit) on or before 18.09.2025 at **3.00 PM** at our above office address which shall be opened in the presence of bidders/authorized representation 18.09.2025 **at 3.30 PM.** Tender form submitted incomplete in any respect without tender fee (for tender downloaded) and EMD shall be summarily rejected. NAFED reserves the right to accept or reject any or all tender without assigning any reason thereof.

6: The validity of offer shall be for a period of 30 days commencing from the last date of submission of the offer.

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

8: If successful party fails to accept and comply terms and condition, within a week’s time on receipt of letter of intent from the NAFED, the EMD of Rs /-

shall be forfeited, without any further notice. Otherwise the Earnest money will be adjusted in the security amount of **three** months license fee plus taxes to be deposited at the time of execution of agreement.

9: Prior to submission of offer, query if any, can be clarified from STATE HEAD, NAFED.

10: Tender complete in all respect along with supporting documents and requisite tender fee (in case where the tender document is downloaded), earnest money deposit must be submitted in the prescribed application form (enclosed herewith).

Page **7** of **22**

|  |
| --- |
| The sealed envelope must be super scribed “OFFER FOR HIRING NAFED GODOWNS ON LEAVE AND LICENCE BASIS”.11: Tender received after due date and time will be rejected.12: No eraser, cuttings, overwriting and correcting fluid in the tender will be accepted.13: Tender forms submitted incomplete in any respect, without tender fee (for tender downloaded from website) and EMD shall be summarily rejected.13 (a): Further, NAFED reserves the right to accept or reject any or all tenders without assigning any reason thereof.14: The monthly license fee quoted should be exclusive of all taxes, levies, etc. GST applicable, should be mentioned clearly in the bid.15: The offer must have a validity of 30 days from the date of submission of tender.16: The address given by the party in the tender documents shall be considered to be the proper and complete business address of the party and any correspondence sent to such address will deemed to have been delivered to the party.17: The terms and conditions of the tender document will form part of the agreement to be executed between NAFED and Successful tenderer.18: Each page of the tender document must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the tender document.19: In case the Party fails to fulfill its contractual obligation in any way, NAFED will forfeit the entire Earnest Money Deposit.1. All interested Bidders shall be required to sign and submit an Integrity Pact along with their Bid. Submission of the Bid shall be deemed as the Bidder’s unconditional acceptance of the Integrity Pact, in the format provided in this Bid Document as Annexure-II, and an acknowledgment that the Bidder has no objections whatsoever to signing the said Pact.
2. Hoilday Listing: NAFED’s policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender documents, NAFED’s Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

**GENERAL TERMS AND CONDITIONS for License to the Successful Bidder**21: The Office cum godown shall be let out on “AS IS WHERE IS BASIS” for 11 months on leave and license basis, which will be extendable on mutually agreed terms and conditions.21a: That the Licensor hereby offers to grant Leave and License to the Licensee for the use and occupation of the said constructed area of the Office cum godown as detailed below, for warehousing purposes for the period of 11 months/ w.e.f.……………..upto …………. |
| **Sl.No** | **Area of godown in Sq. ft. (Approx)** | **Description** |
| Page **8** of **22** |

1

950

Ground floor, four walls, partition, with fans (2), and tube lights (6)

22: The Licensee shall pay License fee for Rs………….…/- + GST as per applicable rates per month payable in advance on or before **10**th day of each calendar month. Service tax or any other tax so imposed from time to time as applicable will be charged on the monthly license fee, subject to deduction of applicable TDS.

23: It will be the responsibility of the Licensee to obtain the requisite license for the use of Godown/ Warehouse from the Local Authority, which is applicable.

24: The Licensee is required to deposit the agreed license fee of **Three** months plus GST on pro-rata basis as interest free refundable security deposit for the licensed portion of Godowns at **Gandhinagar, Ernakulam,** which shall be refunded to the Licensee by the Licensor on expiry/termination of the agreement and along with final settlement after adjusting the dues of the Licensee to the Licensor.

25: The License is granted to the Licensee for an initial period of 11 (eleven) months for the use and occupation of the Office cum godown at Gandhinagar, Ernakulam, along with the existing infrastructure. The Licensor shall have the sole discretion to grant any extension of the license period upon expiry of the current term. Such extension, if granted, shall be for 11 (eleven) months at a time, subject to mutually agreed written terms and conditions. In no event shall the total license period, including all extensions, exceed 3 (three) years in aggregate. For any extended period, the license fee shall be subject to a minimum annual increase of 5% on account of normal inflation, or such higher rate as may be mutually agreed upon, whichever is greater. In the event of any delay in payment of the license fee, the Licensee shall be liable to pay interest at the rate of 21% (twenty-one percent) per annum on the outstanding amount for the period of delay.

26: Necessary repair in Godowns/Warehouse shall be carried out by the party at its/their cost. Licensor shall not bear expenses on account of repair.

27: The Licensee shall not use Office cum godown for any purpose other than for which the Godwon/Warehouse have been taken, and a declaration for the purpose shall be made at the time of agreement.

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

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

30: The licensee shall also not use the demise premises for any other purpose except for the warehousing, repacking, loading & unloading purpose and that too by the licensee himself and not by any other person or firm of company.

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

Page **9** of **22**

be held liable in this regard. In case any amount is recovered or any penalty is imposed on the Licensor, the Licensee shall fully indemnify the Licensor.

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

33: The Licensee shall pay electricity, water and various charges against its consumption as per the terms & conditions immediately on receipt of the bills every month to the Licensor.

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

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

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

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

38: That the Licensee shall make its own arrangements at its cost for watch and ward & security and shall follow the required bye-laws/rules and regulations as applicable and imposed by the local authorities.

39: That the Office cum godown is given on “AS IS WHRE IS BASIS”. Therefore, Licensee shall be responsible to bear the necessary repairs / maintenance expenses of the building of the licensed portion and Licensor shall not be responsible to share any portion of such repairs expenses.

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

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

42: That the Licensee will be solely and wholly responsible for damage/pilferage/loss of the goods stored in the licensed premises.

43: That the Licensee shall not be entitled to claim any rebate in the license fee if the licensed portion is not operated or kept closed due to any reason(s), such as, Govt. ban,

riots, strike, etc. or any other force-majeure event not defined.

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

45: That the Licensee shall be solely and wholly be responsible to comply with all laws related to storage of goods, employee/workmen/contractors engaged by the Licensee.

46: That the Licensee shall be responsible to indemnify the Licensor for the theft

/pilferage/loss/damage of the assets of the Licensor.

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

48: That the Licensee shall not store hazardous, inflammable goods in the Office cum godown or any articles, which are forbidden under the law for storing in the Office cum godown and Licensee shall only be liable to any Civil or Criminal consequences arising from goods stored in the Office cum godown and NAFED shall not be responsible or liable for any similar consequences.

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

50: That the Licensee will not create any change on the premises/land or any portion thereof in any manner as the property belongs to the Licensor nor the Licensee shall carry out any constitution in the demise portion or in the portion of the land or the covered area, which is not part of this license deed. The licensee shall also not use the portion of the land or the covered area belonging to the licensor and in the event of the licensee commits breach the same would be violation of the terms this deed.

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

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

53: That the Licensee shall abide by the environmental conditions and maintain it and shall not use any article or use the premises which may cause pollution.

54: That the Licensee shall use the sign board as per the norms and specifications of the Local Authorities and pay the requisite charges.

55: In case either party desires to terminate this agreement the same can be terminated by giving **one** month’s notice in writing by either side.

56: The address for the purpose of giving any notice or for doing any correspondence shall

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

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

58: That the Licensee shall bear the expenses of stamp duty and registration expenses.

59: That the Licensee shall be responsible for operation and also for maintenance of Office cum godown and the building at its own cost only for any reason arising due to any act of the license.

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

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

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

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

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

# 65: GENERAL PROVISIONS

1. **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this agreement, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this agreement.
2. **Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
3. **Waiver:** No term or provision of this agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. A waiver by either of the parties of any of the covenants, condition or agreements to be performed by the other herein under shall not be construed to be a waiver of any succeeding breach thereof.
4. **Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc.7 days after the date of mailing.
5. **Entire Agreement:** This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this agreement shall be binding unless executed in writing by both parties in this agreement. In the event of conflict of provisions of the main body of the agreement and attached annexure, specification or other materials, this agreement shall take precedence.

# 66: APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTIONS:

* 1. This tender document shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing
	2. This tender shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at New Delhi shall have the jurisdiction in all the matters arising out of /touching and/or concerning this agreement.
	3. All or any dispute arising out or touching upon or in relation to the terms of this tender document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled as per clause 66 (a &b).

## 67: Force majeure:

* 1. Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, pandemic, epidemic, plague, accident and/or war preventing either contracting party from fully or partially carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3(three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non- performance, as the case may be. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.
	2. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. If a Force Majeure situation arises, the successful bidder shall promptly notify in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by NAFED in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	3. The decision of Nafed on determination of Force Majeure shall be final and binding upon the party.

## 68: Indemnity Clause:

The party shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the party in respect of the services provided etc., whatsoever. Further agency if liable for any labour laws like PF, ESI applicable on the said agency then in no case NAFED shall be liable for any such provisions in any time. Agencies shall comply with all the provisions of Income Tax act/GST Act, etc and in no case NAFED shall be liable for any compliance or future liability in regard to any provisions of Income tax and GST Act or any other act applicable from time to time.

**69: DECLARATIONS AND UNDERTAKING:** It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entry(ies) while submitting their applications:

* 1. The intending bidder(s)/applicant(s) is /are /was/were neither in litigation with Nafed or 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/proprietor/partners/promoters etc of intending bidder(s)/applicant(s) was/were or is /are not part of such other and separate entity(ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.
	3. If intending bidder(s) applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish

the details of such litigation(s) and consequent blacklisting, if any on the letter head of the entity(ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.

* 1. If any of the applicant(s)intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity (ies) which was/were/is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant (s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed’s decision either to select or reject such 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.”

**70:** The above terms and conditions are not exhaustive. Upon selection of the successful bidder, a formal Lease Agreement shall be executed between NAFED and the successful bidder, and the terms and conditions of such Lease Agreement shall prevail over the provisions enumerated hereinabove in this document and successful bidder shall have no objection to this effect.

(Authorized Signatory) (Name & complete address of the

tenderer along with seal)

Annexure-I

The Details of office-cum-godown is as under:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.No** | **Area of godown in Sq. ft. (Approx)** | **Description** | **Empty Land** |
| 1 | 950 | Ground floor, Full structure, four walls partitions, with fans and tube lights | - |

## Annexure II Integrity Pact

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co- operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act,2002 (as amended upto date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through (Hereinafter referred to as the “The

Principal”, as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the **ONE PART**

# AND

… a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm

duly registered vide Deed of Partnership dated or Proprietorship Firm, through its

Director/Partner/Proprietor Mr./Mrs.……………………... and having its registered office at……………………... (hereinafter referred to as "Vendor/Applicant/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, Authorized signatories and permitted assigns) of the **OTHER PART** ,

# PREAMBLE

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

## Article:1- Commitments of the Principal

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

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

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

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

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

## Article:4-CompensationforDamages

1. If the Principal has disqualified the Applicant(s) from the RFP process prior to the award according to Article 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Article 3, or if the principal is entitled to terminate the contract according to Article 3, the principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## Article:5 –Previous transgressions

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

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

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

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

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

## Article:8- Independent External Monitor

1. The principal appoints competent and credible Independent External Monitor for

this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this Integrity Pact.

1. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, when ever required. It will be obligatory on him/her to treat the

information and documents of the Applicants / Contractors as confidential. He /She shall

report to the Managing Director, NAFED.

1. The Applicant(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Licensed Premises documentation of the principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of valid interest, unrestricted and unconditional access to their Licensed Premises documentation. The same is also applicable to Sub- contractors.
2. The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘non-disclosure of confidential information’ and of ‘Absence of conflict of interests. In case of any conflict of interest arises at a later date IEM shall inform the Managing Director, NAFED, and recuse himself / herself from that case.
3. The principal will provide the Monitor with sufficient information about all the meetings among the parties related to the Licensed Premises provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The Monitor will submit a written report to the Managing Director, NAFED, within 8 to 10 weeks from the date of reference or intimations to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the Monitor has reported to the Managing Director, NAFED, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
7. The word “Monitor” includes both Singular and plural.

## Article:9 –Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor

12 months after the last payment under the contract, and for all other Applicants 6 months after the contract has been awarded. Any violation of the same would entail

disqualification of the Applicants and exclusion from future business dealings.

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

## Article: 10 - Other provisions

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

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

(Office Seal)

Date:

Place:

Witness1:

(Name &Address)

Witness2:

(Name & Address)

|  |
| --- |
| On The Company Letter headAnnexure-III-Price BidTo,NAFED KochiPlot No.35, Warehousing Center, Gandhi Nagar, Kochi - 682020 Dear Sir,With reference to the tender no…………………Dated..…….., We, M/s offerthe following license fees to take the NAFED office cum godown measuring 950 sq. ft. situated at Gandhinagar, Ernakulam on “as is where is basis”. on license fees basis in accordance with the terms S conditions mentioned in the tender document. |
| **Sl. No****.** | **Details of the Property** | **Address** | **Monthly License Fees (Amount in Rupees) Exclusive GST** | **Remark** |
| 1. | NAFEDoffice cum godown | Gandhinagar, Ernakulam | Rs permonth(Rupees only) | Applicable GST shall be extra payable over and above the monthly license fee. |
| We understand that the H1 will be decided on the monthly license fee, subject to technical eligibility. We also understand that any quote less than reserve price will be summarily rejected without any further notice.It is hereby certified that I have seen the condition of above said property and am well versed with the locality. I agree to pay the above mentioned license fees in accordance with the terms & conditions mentioned in the tender document as well as Lease agreement executed subsequently. I also agree that costs for all other work at the above said properties will be borne by me and I will pay applicable GST, Statutory liabilities, as applicable in addition to the license fees quoted above.Yours faithfully,SignaturePage **22** of **22** |