



**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

Email: estatedivision@nafed-india.com

REQUEST FOR PROPOSAL ("RFP")

FOR

**"SELECTION OF BIDDER FOR DEVELOPMENT OF WAREHOUSING AND/ OR
CONTAINER TERMINAL FACILITY THROUGH DESIGN, BUILD, FINANCE, OPERATE,
MAINTAIN AND TRANSFER (DBFOT) MODEL AT DRONAGIRI, MAHARASHTRA"**

RFP No. Nafed/HO/Estate/DRONAGIRI-RFP/012025-26

Dated:- 12-09-2025

TABLE OF CONTENTS

DEFINITIONS

NOTICE OF DISCLAIMER

INSTRUCTIONS FOR BID SUBMISSION

BID OVERVIEW

1.	INTRODUCTION	
1.1.	Background	
1.2.	Project Details	
1.3.	Project Site Details.....	
1.4.	Scope of Work	
1.5.	Location/Site Visit, Due Diligence and Verification of Information	
2.	INSTRUCTIONS TO BIDDERS	
2.1.	Bid Documents	
2.2.	Integrity Pact	
2.3.	Bid Document Fee.....	
2.4.	Earnest Money Deposit (EMD)	
2.5.	Pre-Bid Meeting.....	
2.6.	Clarifications.....	
2.7.	Rejection of Bids.....	
2.8.	Validity of Bids	
3.	ELIGIBILITY CRITERIA	
3.1.	Bidder Eligibility	
3.2.	Technical Eligibility Criteria	
3.3.	Financial Eligibility Criteria	
4.	OPENING AND EVALUATION	
	OF BIDS.....	
4.1.	Bid Submission and Opening.....	
4.2.	Number of Bids and Costs thereof.....	

4.3.	Opening and Evaluation of Technical Bid.....
4.4.	Evaluation parameters.....
4.5.	Evaluation of Financial Bids and Issuance of Letter of Intent (LoI):.....
4.6.	Execution of Concession Agreement
4.7.	Approvals and Permits
4.8.	Development of the Project.....
4.9.	Security
4.10.	Contacts during Bid Evaluation
4.11.	Confidentiality
4.12.	Correspondence with the Bidder
4.13.	Notices.....
4.14.	Damages and Indemnification
4.15.	Declarations and Undertakings
4.16.	Force-Majeure
4.17.	Applicable Laws Jurisdiction and Dispute Resolution.....
4.18.	Holiday Listing
6.	PREVENTION OF FRAUD AND CORRUPTION.....
7.	MISCELLANEOUS.....
RFP PART I: APPENDICES	
APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)	
CHECKLIST OF SUBMISSIONS.....	
INTEGRITY PACT	
BID FORMS FOR TECHNICAL BID	
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 for Consortium	
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 Dronagiri	
SCHEDULE 3: Transaction Structure	
RFP PART II: LETTER OF INTENT.....	

DEFINITIONS

The following terms are defined for use in this RFP:

“Affiliate”	: shall mean a company that either directly or indirectly; (i) controls or (ii) is controlled by or (iii) 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 mean the 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; including any corrigendum containing revised deadlines;
“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
“	
“Lead Member of the Bidding Consortium” or “Lead Member”	: shall refer to the member within the Consortium who possesses the required technical experience and financial capability as specified in this RFP and shall sign the Concession Agreement on behalf of Consortium;
“Letter of Intent” or “LoI”	: 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 and/ or Container Terminal Facility to be developed within Development Period at the Project Site by the Selected Bidder.
“Project Site 1”	: refers to the land and structures available on “AS IS WHERE IS” at OBM 2, Plot No. 70-81, NH-4, Sector-1, CIDCO Industrial Area, Dronagiri, Maharashtra – 410206.

“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., Rs. 1,20,00,000 (One Crore and Twenty Lakhs) per annum
“Similar Project”	: shall refer to the development, operation or management of Warehousing and/ or Container Terminal 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.

NOTICE OF DISCLAIMER

1. The information contained in this Request For Proposal (“Tender”) or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representatives”), is provided on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.
2. No part of this RFP and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken as providing legal, financial or other advice as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. This RFP document has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this RFP is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.
4. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Bidders have to undertake their own studies and provide their bids.
5. This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
6. The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
7. This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

8. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
9. NAFED reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.
10. All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidders will have no claim whatsoever against NAFED or its employees, officers.
11. NAFED reserves the right to modify, suspend, change or supplement this RFP at any stage. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued.
12. Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.
13. Bidders may attend the Pre-bid meeting as mentioned in clause no 1 (N) for clarification on the Tenders' technical specifications and commercial conditions, on the time, date and place mentioned therein. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

INSTRUCTIONS FOR BID SUBMISSION

1. The complete Bid Document can be viewed from website www.nafed-india.com. The RFP can be viewed and downloaded only from the website 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. **Mode of Bid Submission of Bids :**
 - a) Bidders are required to submit their proposals in strict accordance with the instructions outlined in this Request for Proposal (RFP). Proposals must be submitted electronically. No physical bids will be entertained. All submissions must be complete, duly signed by an authorized representative of the bidder, and formatted as per the guidelines provided in this RFP.
 - b) **Electronic Submission of Bids:** the proposals shall be submitted via email to estatedivision@nafed-india.com. The subject line of the email must clearly state: “RFP Submission – [Nafed/HO/Estate/Dronagiri/2025-26- **Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra** – [Name of Bidder]” All proposal documents shall be attached in searchable PDF format and organized according to the structure outlined in the RFP. The total file size of the email submission must not exceed [e.g., 20MB]. If the proposal is split across multiple emails due to file size constraints, each email should be clearly labeled (e.g., “Part 1 of 3”) and submitted in trail mails.. Bidders are responsible for ensuring successful transmission and receipt of their submissions.
 - a) Bid can be submitted in the password protected file and the password shall be obtained from the bidders at the time of opening of the bid over the phone or directly from the bidder, if the bidder is physically present in the opening of the bid,. The phone number to be provided in the bid application where from password to be obtained at the time of opening of bid. It is to be clarified if technical and price bid not received in password protected file, the submitted bid shall not be considered for evaluation.
 - b) Proposals must be received at the specified e-mail address no later than last date of submissions of date as stipulated in this RFP. Late submissions will be automatically disqualified, regardless of the cause of delay, including courier or delivery issues
 - c) All proposals must be submitted in English and formatted according to the requirements set forth in this RFP.
 - d) Proposals submitted by any other method not specified herein will not be accepted.

- e) Bidders are solely responsible for ensuring that their submissions are received on or before the deadline.
 - f) No exceptions will be made for late or incomplete submissions.
3. The Bidder is required to submit a signed copy of the Request for Proposal (RFP) as part of their Bid submission. Failure to include the signed RFP may result in the Bid being deemed incomplete or disqualified. It is essential that the Bidder carefully reviews, signs, and attaches the 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.
4. All communications, including requests for clarification and submission of application documents, should be addressed to:
- General Manager (Estate)**
Email id: estatedivision@nafed-india.com
5. To participate in the Bidding process, it is mandatory for the Bidder to submit all desired documents within stipulated time period.
6. 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.
7. Corrigendum/Addendum to this document, if any, will be published on website www.nafed-india.com.
8. NAFED reserves the right to reject any or all the Bids without assigning any reason thereof.
9. NAFED reserves the right to scrap the complete RFP process any time without assigning any reason thereof.
10. 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.
11. Bids received by NAFED after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
12. 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.

13. 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.
14. Only those Bids which have been submitted in compliance of this RFP are eligible for consideration.
15. **Disqualification Conditions:**
 - a. 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.
 - b. Bidders whose contracts 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.
 - c. If the CEO or any of the Directors/ key managerial personnel 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.
 - d. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the Bidder would be disqualified for future participation of Bids of NAFED for the next 05 (Five) years and the EMD of the Bidder shall be liable to be forfeited.
 - e. 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.	Nafed/HO/Estate/DRONAGIRI-RFP/01/2025-26 Dated – 12-09-2025
Name of work	Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra.
Issuance of RFP Document	12-09-2025
Last date for receiving queries/ clarifications.	26-09-2025
Pre-Bid Meeting	29-09-2025 at 15:00 hrs Applicants who are interested in participating in the Pre-Bid Meeting should confirm the same by sending an email: estatedivision@nafed-india.com
Bid submission end date & time	06-10-2025 till 14:00 hrs
Date and time of Technical Bid opening	06-10-2025 at 15:00 hrs
Date and time of Financial Bids opening	08-10-2025
Bid document fee	Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)
EMD	Rs. 10,00,000/- (Rupees Ten 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)
Reserve Price	Rs. 1,20,00,000/- (Rupees One Crore twenty lakh Only) per annum Note: The price bid quoted by the intended bidders found below the reserve price as above shall summarily be rejected. All applicable taxes, including

	GST, shall be payable over and above the quoted bid amount by the bidder(s).
--	------------------------------------------------------------------------------

1. INTRODUCTION

1.1. Background

- 1.1.1. The National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) is an apex organization of marketing cooperatives for agricultural produce in India. Established on October 2, 1958, NAFED is registered under the Multi State Co-operative Societies Act.
- 1.1.2. 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.
- 1.1.3. In view of the above, NAFED is issuing this RFP for “Selection of Bidder for Development of Warehousing and/ or Container Terminal 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.

1.2. Project Details

Name of Project		Total Area	Tentative Total (Estimated Project Cost in Rs.)	Concession Period
“Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”	Dronagiri, Maharashtra	4.9 Acres	15 - 20 Crores	20 years

1.3. Project Site-1 Details

Site Location	Dronagiri, Maharashtra
----------------------	------------------------

Situated at	OBM 2, Plot No. 70-81, NH-4, Sector-1, Dronagiri, adjacent to MSWC CFS, Navi Mumbai, Maharashtra – 410206
Land Type	Industrial
Co-ordinates	18°54'21.2"N, 73°00'45.0"E
Total plot area	2,15,366.04sq. ft. (~ 4.9 acres)
Boundaries	South-West – Maharashtra State Warehousing Corporation (MSWC) North-West – Railway Tracks South-East – UltraTech Cement Plant North-East – Railway Land adjacent to
Purpose of Land allotment	Erecting a building for residential purpose or buildings for commercial purpose of having warehousing and offices
Ownership Status	Leasehold Land (<i>Expiry Date:09/09/2059</i>)
Lessor	City And Industrial Development Corporation of Maharashtra Ltd(CIDCO)
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.*

1.4. Scope of Work

1.4.1. The Selected Bidder shall:

- a) 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.
- b) Install relevant assets, equipment, facility and arrange clearances/approvals related to the Project.
- c) 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.
- d) Comply with all requirements and norms laid down by the competent authorities for the development, operation, and maintenance of the Project.
- e) The scope of work in this RFP shall be limited to the existing scope under lease to NAFED. 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.

Ms. Bhavya Anand, State Head, Nafed Mumbai-Ph. No.: - 9167760741

2. INSTRUCTIONS TO BIDDERS

2.1. Bid Documents

2.1.1. The following documents collectively form the Bid Document:-

- (i) Request for Proposal
- (ii) Integrity Pact, Technical Bid & Financial Bid, Schedules (1, 2 & 3) [RFP Part I]
- (iii) Draft Letter of Intent [RFP Part- II]

2.2. Integrity Pact

2.2.1. 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.

2.3. Bid Document Fee

2.3.1. 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.	10060002037
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

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

2.4. Earnest Money Deposit (EMD)

2.4.1. The Bidder is required to pay an interest free Earnest Money Deposit (EMD) of Rs. 10,00,000/- (*Rupees Ten 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.	10060654277
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

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

2.4.2. 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/adjusted against the Security Deposit only after receiving the Security in the form of Bank Guarantee as per the Concession Agreement. Bank Guarantee (BG) should be submitted with Structured Finance Managing System (SFMS) issued by the beneficiary bank along with submission of the RTGS Code

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

- a) If the Bidder withdraws his Bid during the period of Bid Validity.
- b) If the Selected Bidder, upon being issued the LoI, fails to accept the LoI and on or after acceptance of the LoI, fails to execute the Concession Agreement with NAFED within the period of 30 (thirty) days from the date of issuance of LoI.

2.5. Pre-Bid Meeting

2.5.1. Bidders who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email to estatedivisioni@nafed-india.com latest by date and time outlined in Bid Overview.

2.5.2. The link for the online Pre-Bid Meeting for those Bidders not opting for offline Pre-Bid Meeting will be shared via email or website.

2.5.3. NAFED will hold an online and offline 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 House,

**Siddhartha Enclave Ring Road,
Ashram Chowk,
New Delhi-110014**

2.6. Clarifications

- 2.6.1. Any queries regarding the RFP can be addressed to **GM** (Estate Division), NAFED via e-mail to estatedivision@nafed-india.com, with the subject line and the format given below:

“Queries concerning RFP for Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”

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).

- 2.6.2. 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.
- 2.6.3. 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.

2.7. Rejection of Bids

- 2.7.1. 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.
- 2.7.2. 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.

2.8. Validity of Bids

- 2.8.1. 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.
- 2.8.2. 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.

3. ELIGIBILITY CRITERIA

3.1. Bidder Eligibility

3.1.1. For determining the eligibility of Bidder, the following shall apply:

- a) 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.
- b) 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.
- c) 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:
 - (i) 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

- (ii) Such Bidder, or any constituent thereof, receives or has received any direct or indirect subsidy, grant, concessional LoIn or subordinated debt from any other Bidder, or any constituent thereof or has provided any such subsidy, grant, concessional LoIn or subordinated debt to any other Bidder, its member or any constituent thereof; or
- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) 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
- (v) 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.
- (vi) 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.
- (vii) In case a Bidder is a Consortium, then the term Bidder as used in this clause, shall include each Member of such Consortium. In the case of a consortium, one member must be designated as the Lead Party, who shall

act as the primary point of contact and be responsible for overall coordination, communication, and contractual obligations with the Nafed. The following are the additional requirements:

- (viii) The number of members in a Consortium shall not exceed two (02);
- (ix) The Bid submitted by the Consortium should contain the information required for each Member of the Consortium;
- (x) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (xi) an individual Bidder cannot at the same time be Member of a Consortium applying for the Bid; and
- (xii) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified under Bid Form 5 (the “Joint Bidding Agreement”). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (xiii) clearly outline the proposed roles and responsibilities, if any, of each Member;
- b. 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;
- c. For the purpose of financial eligibility assessment, only the financial statements and relevant financial information of the Lead Party shall be considered. The Lead Party must meet the minimum financial criteria set forth in this RFP independently. Financial strength or guarantees of other consortium members will not be considered for evaluation purposes.
- d. 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;
- e. Any change in the Member(s) of Consortium after submission of the Bid shall result in disqualification of the Bidder; and;
- f. The Bid shall be legally binding on all the members of the Consortium
- g. 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.

3.2. Technical Eligibility Criteria

3.2.1. 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	(i) One (01) Similar Project having Project cost not less than 80% of the Total Estimated Project Cost as per Clause 1.2. OR (ii) Two (02) Similar Projects, each having Project cost not less than 50% of the Total Estimated Project Cost as per Clause 1.2. OR (iii) Three (03) Similar Projects, each having Project Cost not less than 40% of the Total Estimated Project Cost as per Clause 1.2.	<ul style="list-style-type: none"> • 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.
<i>"Similar Projects" shall refer to the development, operation, or management of Warehousing and/ or Container Terminal Facilities</i>		
<i><u>Note:</u> In the case of a Consortium, the Lead Member of the Consortium must meet the requirements of Criterion A for the Consortium to qualify.</i>		
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.	
C	Authorised Economic Operator (AEO) Certification	It shall be incumbent upon intending bidder to have valid AEO Certification issued by relevant public authority and a copy whereof shall require to be submitted along with documents.

3.2.2. Project Description should be included in Bid Form 3, which refers to the

location and type of Warehousing and/ or Container Terminal Facility.

3.3. Financial Eligibility Criteria

3.3.1. 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 31 st 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.
3	Declaration cum Undertaking u/s 206 AB as mandated by Income Tax Law.	(Annexure - A)
<p><u>Note:</u></p> <ol style="list-style-type: none"> <i>In the event when the Bidder is a Consortium, the Financial Eligibility Criteria shall be met by lead member of the Bidding Consortium.</i> <i>Bidders with prior experience of implementing PPP projects with a Government or Public Sector organization will be given preference.</i> 		

4. OPENING AND EVALUATION OF BIDS

4.1. Bid Submission and Opening

4.1.1. The Bidders shall submit their Bids in the following manner:-

a) **Technical Bid**– Refer “Checklist of Submission” which is given in RFP Part I: Appendices as per Clause 2 of RFP documents under the caption “Instructions of Bidders”. Bids can only be submitted electronically in the password protected file at email estatedivision@nafed-india.cpm and the password shall be obtained from the bidders at the time of opening of the bid over the phone or directly from the bidder, if the bidder is physically present in the opening of the bid. The phone number to be provided in the bid application where from password to be obtained at the time of opening of bid. It is to be clarified if price bid not received in password protected file, the submitted bid shall not be considered for evaluation.

Note: No information related to the Financial Bid should be added in Technical Bid, if found so shall lead to disqualification of the Bidder.

b) Financial Bid: of the Bid shall contain only the Financial Bid in Bid Form:10. Price/financial Bids can only be submitted electronically in the password protected file at email estatedivision@nafed-india.cpm and the password shall be obtained from the bidders at the time of opening of the bid over the phone or directly from the bidder, if the bidder is physically present in the opening of the bid. The phone number to be provided in the bid application where from password to be obtained at the time of opening of bid. It is to be clarified if price bid not received in password protected file, the submitted bid shall not be considered for evaluation.

4.1.2. Kindly refer to Clause 2 of RFP documents under the caption “Instructions to Bidders” for submission of bids

4.1.3. Bids will be opened on the date and time outlined in the Bid Overview. The Financial Bids 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 technically qualified and eligible Bidders either through e-mail or on the website.

4.1.4. The Subject line of Bid shall clearly be labeled **“Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”**.

4.1.5. 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.

4.1.6. The Bidders must submit a copy of the Aadhaar Card of the authorized signatory along with the Power of Attorney.

4.2. Number of Bids and Costs thereof

4.2.1. 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.

4.3. Opening and Evaluation of Technical Bid

4.3.1. The NAFED shall open the Technical Bid received through electronic mode 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.

4.3.2. To facilitate evaluation of Bids, NAFED may, at its sole discretion, seek clarifications/missing documents from any Bidder regarding its Bid.

4.4. Evaluation parameters

4.4.1. **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” and “Financial Bid” .

4.4.2. The Bidder’s competence and capability are proposed to be established by the following parameters:

- a) Technical Eligibility Criteria; and
- b) Financial Eligibility Criteria

4.4.3. 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.

4.4.4. 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 H-1.

4.5. Evaluation of Financial Bids and Issuance of Letter of Intent(LoI):

- 4.5.1. 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 Intent (LoI) [as per the RFP Part -II] after opening of the Financial Bid.
- 4.5.2. The Selected Bidder shall enter into the Concession Agreement after issuance of LoI, and to perform all its obligations under LoI and the Concession Agreement.
- 4.5.3. 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 LoI to aforesaid Selected Bidder after opening of the revised Financial Bid.
- 4.5.4. LoI shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within seven (07) days of receipt of LoI, sign and return the duplicate copy of LoI in acknowledgement thereof. In the event, the duplicate copy of LoI 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).
- 4.5.5. Please take note that the LoI, 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.
- 4.5.6. Evaluation of bids shall prioritize financial viability of the bidder over prior experience in implementing PPP projects with Government or Public Sector organisations.

4.6. Execution of Concession Agreement

- 4.6.1. The Concession Agreement will be signed by the NAFED with the Selected Bidder, within Thirty (30) days from the date of receiving the signed LoI from the Selected Bidder. The Selected Bidder will be referred to as the “Concessionaire” in the Concession Agreement. A draft Concessionaire Agreement shall be shared separately with successful bidder. It is to clarify that the terms and conditions of both this RFP and Concession Agreement shall be read in tandem with each other and if there is a conflict or contradiction between this RFP and Concession Agreement, the later shall prevail over the former.
- 4.6.2. 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.

4.7. Approvals and Permits

- 4.7.1. 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.

4.8. Development of the Project

- 4.8.1. 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.
- 4.8.2. 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.
- 4.8.3. 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 the relevant clause of the Concession Agreement.
- 4.8.4. The Monthly Concession Fee (calculated as Annual Concession Fee/12) must be paid in advance to NAFED on or before the 7th of each English calendar month.
- 4.8.5. 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.

4.9. Security

- 4.9.1. 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.
- 4.9.2. 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. The Security will be returned after peaceful handing over the possession of NAFED's site and settlement of all statutory dues of government agencies.

4.9.3. Illustration to calculate BG over the Concession Period.

- a) *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.
- b) *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.
- c) *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.
- d) *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.

4.10. Contacts during Bid Evaluation

4.10.1. 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.

4.11. Confidentiality

4.11.1. 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.

4.12. Correspondence with the Bidder

4.12.1. 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.

4.13. Notices

4.13.1. 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.

4.14. Damages and Indemnification

4.14.1. 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.

4.14.2. 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.”

4.14.3. The selected bidder shall be liable for any labour laws like PF, ESI applicable on the said agency and 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.

4.15. Declarations and Undertakings

4.15.1. It shall be incumbent upon all Applicants/intending Bidders to submit the following declarations on the letter head of their entity(ies) while submitting their applications:

- a. The intending Bidder(s)/Applicant(s) is/are/was/were neither in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were it/they ever blacklisted by NAFED on account of such litigation(s) or otherwise.
 - b. Any of the present and past Directors / Partners / Promoters etc. of intending Bidder(s)/Applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with NAFED in present or past or/and such other entity (les) has/have/had ever been blacklisted by NAFED in the past for any reason.
- 4.15.2.If intending Bidder(s)/Applicant(s) is/are/was/were in litigation (s) with NAFED in present/past, it shall be incumbent upon such Bidder(s)/Applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (les). In such a scenario, the declaration as mandated above at (a&b) shall not be required.
- 4.15.3.If any of the Applicant(s) /intending Bidder(s) or their promoters are found involved in litigation(s) with NAFED whether in past and present or they have/had been blacklisted by NAFED or/and any of the promoters of intending Applicant(s)/Bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with NAFED in present or past or/and such other entity (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.

4.16. Force-Majeure

- 4.16.1.Due to any Act or policy of the Government /local authorities or on account of any act of Govt. it becomes impossible to perform or continue with the agreement, the agreement shall automatically come to an end and in that event, the Selected Bidder shall not seek any specific performance of the agreement or claim any damages.
- 4.16.2.Force Majeure means any event or combination of events or circumstances beyond the control of the parties here to which cannot(a) by the exercise of reasonable diligence, or(b)despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to:(a)Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c)Strikes or lock outs,

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

4.16.3. 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.

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

4.16.5. 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.

4.16.6. 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

4.17. Applicable Laws Jurisdiction and Dispute Resolution

4.17.1. This agreement shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the law of Republic of India and only court at New Delhi and High Court of Delhi shall have the Jurisdiction in all the matter arising out of /touching and or concerning this agreement and parties to this agreement agree to irrevocable submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid courts is irrespective of place of occurrence of any causes of action pertaining to any dispute between the parties.

4.17.2. 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.

4.17.3. 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.

4.18. Holiday Listing

4.18.1. 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.

5. PREVENTION OF FRAUD AND CORRUPTION

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) The Bidder shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- f) The Bidder if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

6. MISCELLANEOUS

- a) 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.
- b) NAFED, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
 - (i) 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;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to NAFED by, on behalf of, and / or in relation to any Bidder; and/or
 - (iv) 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.
- c) 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.
- d) 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 Dronagiri	
Schedule 3: Transaction Structure	
ENCLOSURES	
(i) Proof of Bid Document Fee payment	
(ii) Proof of EMD payment	
(iii) Incorporation Certificate	
(iv) PAN Card	
(v) GST Certificate	
(vi) Audited Financial Statements for the last five (05) years	
(vii) Aadhar Card of Authorized Person	
(viii) POA	
RFP PART II & III	

Enclosures to the Bid		Page No.
RFP, Draft Letter of Award and all annexure duly signed by the Authorized Person		
List of documents required from Bidders		
Bidder's Constitution	Supporting Documents	
Partnership Firm	<ul style="list-style-type: none"> • Copy of the partnership deed • List of partners • Copy of registration of Partnership deed. 	
Company (Private/Public)	<ul style="list-style-type: none"> • Copy of Certificate of Registration. • Copy of Memorandum of Association • Copy of Articles of Association • Current List of Auditors 	
LLP	<ul style="list-style-type: none"> • Copy of Limited Liability Partnership Agreement. • Copy of certificate of registration. 	
Co-operative Society	<ul style="list-style-type: none"> • 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

(On thenon-judicial stamp paper of Rs.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 and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”** 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: -

- a. 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.
- b. 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.
- c. 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.

Section 2 – 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.

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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 contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the Bidder 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)

(Office Seal)

Date: _____

Place: _____

(For & On behalf of the Bidder)

(Office Seal)

Witness1: _____

(Name & Address)

Witness 2:_____

(Name & Address)_____

BID FORMS FOR TECHNICAL BID

BID FORM 1: Covering Letter

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

Date: _____

To,

General Manager, (Estate Division - NAFED),
NAFED House, Siddhartha Enclave, Ring Road,
Ashram Chowk, New Delhi-110014

Sub: “Selection of Bidder to Development of Terminal and Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”

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 that I/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 Dronagiri, Maharashtra.
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:
 - a) I/We have examined and have no reservations to the Bid Documents, including any addendum issued by NAFED; and
 - b) 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
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive 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
 - d) 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
 - e) 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
 - f) 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
 - g) I/We are not barred by the Authority, or any state government or any of their agencies from participating in similar projects.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are 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
12. I/We believe that I/We/Our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to sign the Letter of Award (LoA) [RFP Part-II]; and the Concession Agreement 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.
20. 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.
21. Earnest Money Deposit (EMD) of Rs. 10,00,000/-(Rupees Ten 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 fulfill the requirements laid down in the Bid Documents for the purpose.
22. I/We also understand that the full value of Earnest Money Deposit (EMD) shall be forfeited in case I/We fail to fulfill the requirements laid down in the Bid document for the purpose.
23. Our Financial Bid is enclosed in password protect format. 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.
24. 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.
25. 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).
26. 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.
27. 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.

Yours faithfully,

(Signature of the Authorized Signatory of Bidder)

(Name and designation)

(Seal of the Bidder)

- Enclosures:
1. Checklist of documents
 2. Proof of submitting Bid Processing Fee
 3. Proof of submitting Earnest Money Deposit (EMD)
 4. 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	
1.	Full Name of the Bidder:	(in Block Letters)
2.	Bidder's Constitution:	(for example: Private Limited Company/ Partnership Firm/LLP/ Society etc.)
3.	Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence	
4.	Bidder's Telephone No.	
5.	E-mail address	
6.	Particulars of the Authorised Signatory of the Bidder; a. Name: b. Designation: c. Address: d. Phone Number: e. Fax Number: f. E-Mail Address:	
7.	Details of individual(s) who will serve as the point of contact/ communication for NAFED a. Name: b. Designation: c. Company: d. Address: e. Telephone Number: f. E-Mail Address: g. Fax Number:	
8.	TIN No / TAN No.	
9.	Registration Number & Year of Registration	
10.	PAN Card Number (Copy of PAN Card to be attached)	
11.	GST Number (Copy of GST Certificate to be attached)	

12.	Brief profile of the Bidder giving details of main line of business, background of promoters and	
13.	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:

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

S.no.	Name of Member	Role* {Refer Clause3.1}	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 as per Clause 3.2.2	Project Cost for the Project developed in past 5 Financial years (Rs. In Crore)
Single Entity Bidder		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:

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

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	Project Description as per Clause 3.2.2	Project Cost for the Project developed in past 5 Financial years (Rs. In Crore)
Single Entity Bidder		Project 1		
		Project 2		
		Project 3		
Lead Member		Project 1		
		Project 2		
		Project 3		

Date:

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

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.*

**ANNEXURE 1: Proforma for Information of Work Experience Certificate
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 of Client/Customer Served	Nature of the Work/Contract Executed	Contract Start Date	Contract Completion Date	Total Value of Project	Remarks
1						
2						
3						
Grand Total						

Date:

(Signature of Authorized Signatory of Concerned Party)
(Name and designation)
(Seal of the Concerned 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 Maintenance carried out for others in the last 5 Financial years)

For Operational and Maintenance Projects

Bidder Type	Number of Project	Project Description as per Clause 3.2.2	Warehouse facility under Operations/Maintenance		Earnings from the Facility in the last 5 Financial years (Rs. In Crore)
			Start Date	End Date	
Single Entity Bidder	Project 1				
	Project 2				
	Project 3				
Lead Member	Project 1				
	Project 2				
	Project 3				

Date:

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

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:

(Signature of the Authorized Signatory of Concerned Party)

(Name and designation)

(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:

Calculation of Net Worth		Amount (Rs. In Cr) for 31 st March2024
	Subscribed and Paid-up Share Capital	
Add	Equity/Security Premium	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off	
TOTALNET-WORTH		

2. Turnover related data:

Particulars	Amount(Rs. inCr)				
	31 st March2 020	31 st March2 021	31 st March2 022	31 st March2 023	31 st March2 024
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)*.

(Signature of the Authorized Signatory of Bidder)

(Name and designation)

(Seal of the Bidder)

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 Auditor of _____ (Name of Bidder/ Member of Consortium).

Signature _____

Name & Designation _____

Entity _____

UDIN Number _____

Date _____

Notes:

- *Annual Audited Financial Statement includes Balance Sheets and 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:*
 - (i) *reflect the financial situation of the Bidder or Consortium Members;*
 - (ii) *be audited by a Statutory Auditor;*
 - (iii) *be complete, including all notes to the financial statements; and*
 - (iv) *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

2. (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 NAFED House, 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 and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra**” (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.

2. 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.

3. 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.

4. Role of the Parties

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

- a. 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.
- b. Party of the **Second Part** shall be the Member of the Consortium

and

- c. 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:
 - (i)
 - (ii)
 - The Party of the **Second Part** shall be responsible for:
 - (i)
 - (ii)
- d. 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.

5. 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 (LoI), 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.

6. Representation of the Parties

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

- a) 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;
- b) 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:
 - i. violate any Applicable Law presently in effect and having applicability to it;
 - ii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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

- iv. 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.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Period in 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.

8. Miscellaneous

- a) 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.
- b) This Joint Bidding Agreement shall be governed by laws of India.
- c) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED 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 and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”**. 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 LoI, 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 notarized. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized 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 and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra (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,

General Manager, (Estate Division - NAFED),
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi - 110014

Sub:- **“Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”**

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,

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

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:

- (a) 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.
- (b) 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.

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

BID FORM FOR FINANCIAL BID

BID FORM 10: Financial Bid

RFP No. _____

dated _____

To,

General Manager, (Estate Division - NAFED),
NAFED House, Siddhartha Enclave Ring Road,
Ashram Chowk, New Delhi - 110014

Sub:- “Selection of Bidder for Development of Warehousing and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra”

Dear Sir,

- (i) 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.
- (ii) I/We offer Rs. _____ (Rupees _____) per annum excluding GST as Annual Concession Fees as tabulated below for grant of right to use the area of 4.9 Acres at Dronagiri, Maharashtra in terms of the Concession Agreement, and agree to the Payment Terms provided in the Concession Agreement.
- (iii) I/We acknowledge that the Annual Concession Fee is subject to 15% escalation after every three years.

(Signature of the 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)

GM(Estate)

Dated.....

Nefed, HO

1. With reference to the RFP No. NAFED/HO/...../2025-26 datedI/ We, M/s.....offer the following license fees for taking on license basis the below-mentioned property of NAFED situated at Mumbai for the devised purposes on license fees basis in accordance with the terms & conditions mentioned in the above referred RFP. We are also enclosing RTGS / Demand Draft No.....dated.....drawn on.....(Name of Bank) for Rs 5,00,000/-drawn in favour of NAFED, payable at New Delhi as EMD

S.N.	Project Site	Area (in acres)	Minimum Guarantee / Reserve Price per annum (in Rs.)	Monthly License/Concession Fees exclusive of applicable GST (in Rs.)	Annual License/Concession Fees exclusive of applicable GST (in Rs.)
1	Dronagiri, Maharashtra	4.9	1,20,00,000/- (Rupees One Crore, twenty Lakh Only)		

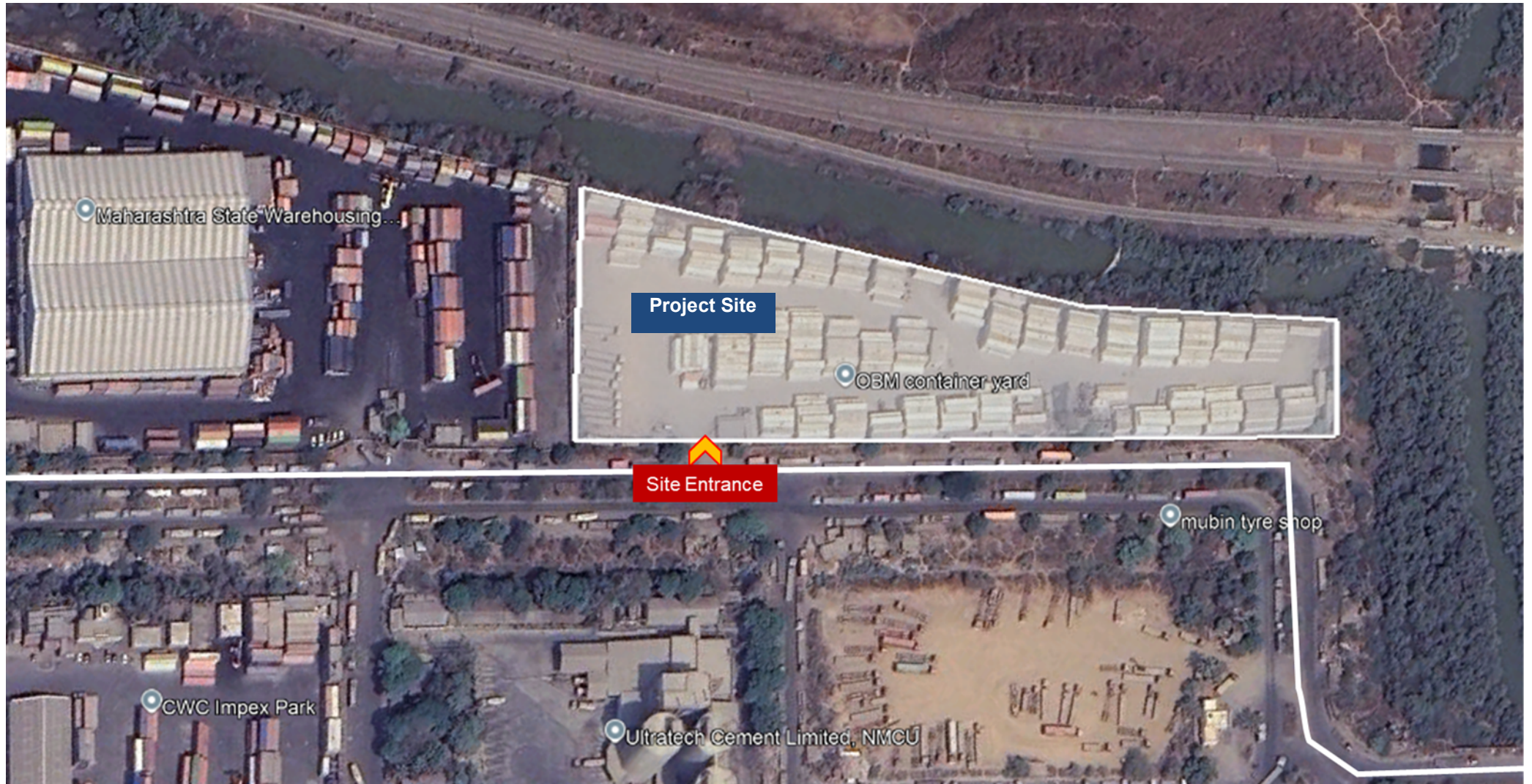
2. We understand that the Highest-1 (H-1) Bidder will solely be decided on the consolidated Annual License Fee (exclusive of GST) quoted, subject to the meeting out of the technical eligibility criteria. We also understand that any quote less than the prescribed reserve price will summarily be rejected without any further notice and consideration
3. It is hereby certified that I/we 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. I also agree that costs for all other work at the abovesaid properties will be borne by me and I will pay applicable GST, Statutory liabilities, as applicable in addition to the license fees quoted above.
4. We understand that there shall be monthly billing system as far as license /concession fee payment is concerned.

Yours faithfully,

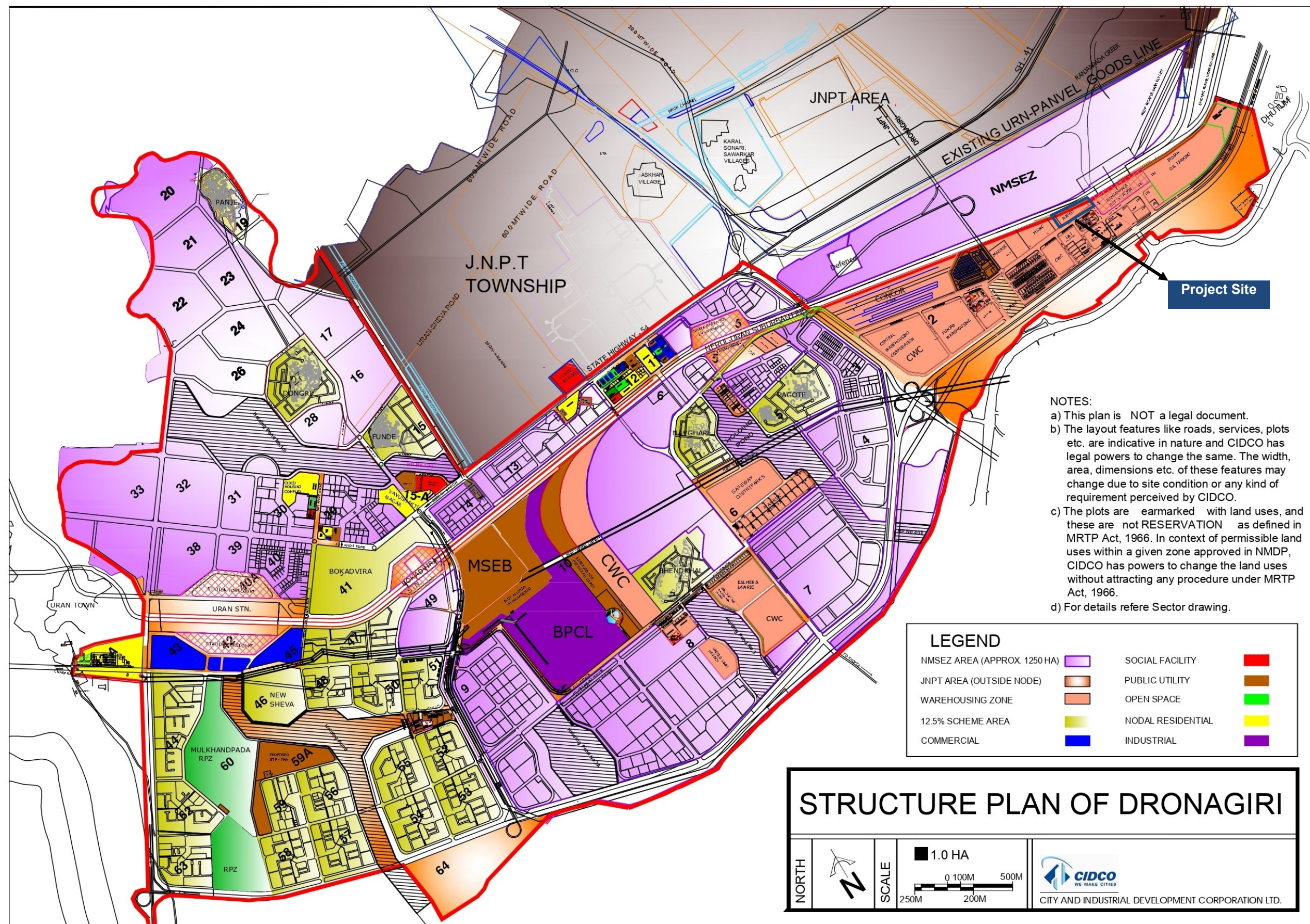
Signature

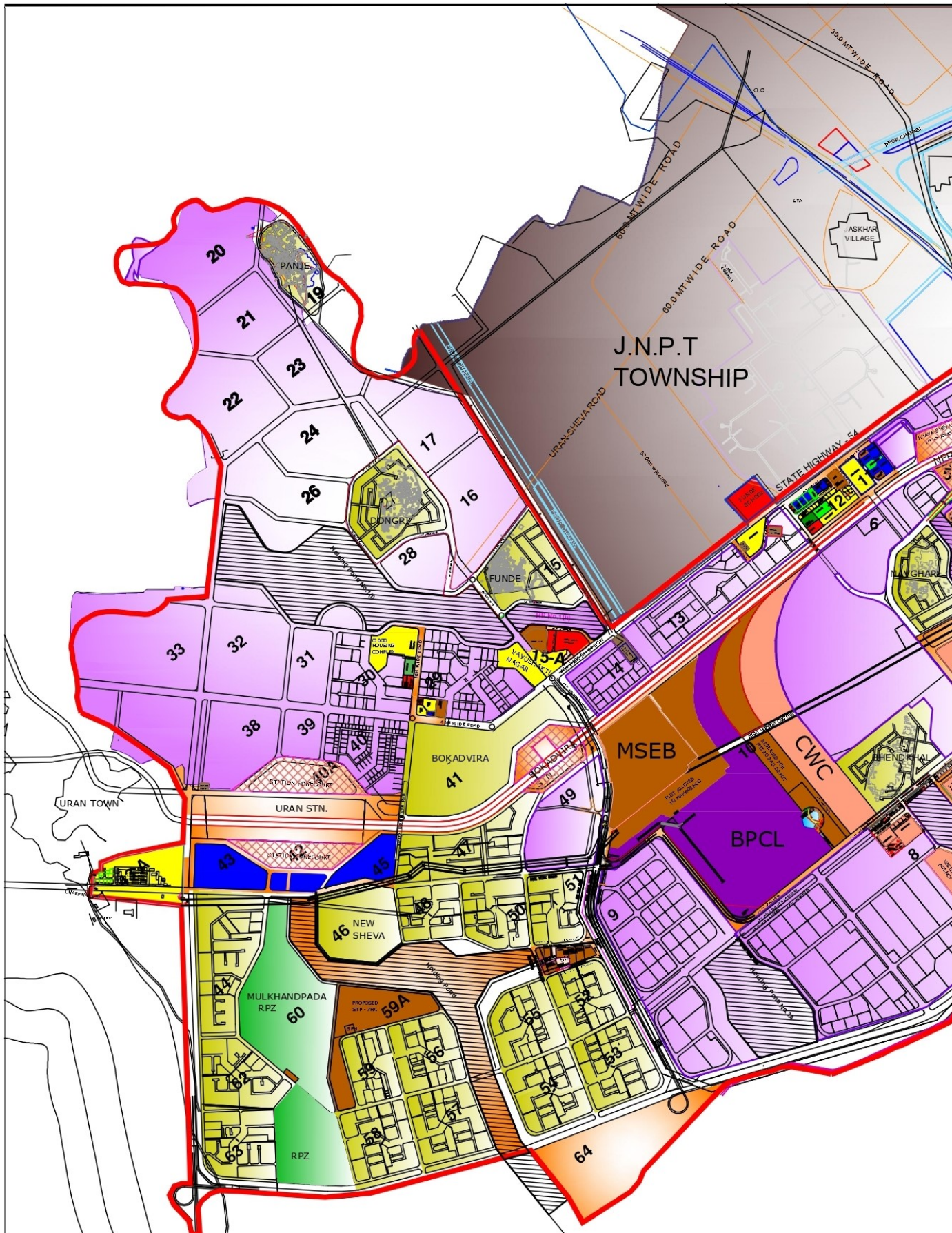
SCHEDULES

SCHEDULE 1: Project Site Layout - Dronagiri



SCHEDULE 2: Structure Plan of Dronagiri





SCHEDULE 3: Transaction Structure

<p>Bidder Eligibility</p>	<ul style="list-style-type: none"> • Single Entity • Group of entities (the “Consortium”) not more than 2 (two) members <p>A Bidder may be a Company or a Society or a Partnership firm or a Limited Liability Partnership or any combination of them</p>
<p>Technical Eligibility</p>	<p>A. Development / Operation and Maintenance</p> <p>One (01) Similar Project having Project cost not less than 80% of the Total Estimated Project Cost as per Clause 1.2.</p> <p style="text-align: center;">OR</p> <p>Two (02) Similar Projects, each having Project cost not less than 50% of the Total Estimated Project Cost as per Clause 1.2.</p> <p style="text-align: center;">OR</p> <p>Three (03) Similar Projects, each having Project Cost not less than 40% of the Total Estimated Project Cost as per Clause 1.2.</p> <p><i>"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, Container Terminal and Warehousing Facilities.</i></p> <p><i>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.</i></p> <p>B. Undertaking of non-blacklisting</p> <ul style="list-style-type: none"> • The Bidder should not have been blacklisted by any Central / State Government. • The Bidder should not have been blacklisted by NAFED.

<p>Financial Eligibility</p>	<ol style="list-style-type: none"> 5. Positive Net Worth of at least INR 3 Crores for the Financial Year 2023-2024. 6. 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. 7. 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. 8. A declaration cum undertaking under Section 206AB as per Income Tax Act 1961 (Annexure-A) be submitted. <p><i>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.</i></p>
<p>Acceptance of Letter of Award (LoI)</p>	<p>The Selected Bidder (who quoted Highest Annual Concession Fee) shall, within seven (07) days of receipt of LoI, sign and return the duplicate copy of LoI in acknowledgement thereof.</p> <p>In the event, the duplicate copy of LoI 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).</p>
<p>Execution of Concession Agreement</p>	<p>The Concession Agreement will be signed by the NAFED with the Selected Bidder, within Thirty(30) days from the date of receiving the signed LoI from the Selected Bidder.</p>
<p>Security</p>	<p>After achieving COD, the Concessionaire shall submit security in the form of an irrevocable and unconditional Bank Guarantee equivalent</p>

	<p>to 50% of Offered Annual Concession Fee (i.e., Annual Concession Fee/2). No interest will be paid in Security.</p> <p>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.</p> <p>The Security will be returned after peaceful handing over the possession of NAFED's site and settlement of all statutory dues of government agencies.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(ON YOUR COMPANY'S LETTER HEAD)

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

To,
M/s NAFED
India.

Dear Sir/Madam,

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

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

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

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

For _____ (Name of Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____

RFP PART II:
LETTER OF INTENT

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 and/ or Container Terminal Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Dronagiri, Maharashtra"

Letter of Intent

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 Intent.

2. 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 Intent subject to the following terms and conditions:

- a. 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.

- b. You, as the "Selected Bidder", shall provide the following within 22 (Twenty-Two) days of the issue of this "Letter of Intent":

- i. You are hereby requested to provide the security of Rs. _____ (Rupees _____) in the form of an unconditional and irrevocable Bank Guarantee (BG).

- ii. 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.

- iii. 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.

-
- c. Please take note that the LoI, 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 on a COD, for the Concession Period of Twenty (20) 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.
- d. 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 LoI, NAFED at its discretion take necessary action as deemed fit including forfeiture of EMD, backlisting etc.
- e. You shall comply with all the terms and conditions of the Bidding Documents.
3. 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.
4. 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.

General Manager, (Estate Division)
National Agricultural Cooperative Marketing Federation of India (NAFED)

Acknowledged & unconditionally accepted:

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

SCHEDULES

SCHEDULE A: SITE OF THE PROJECT

1. The Site

The subject property is situated at OBM2,PlotNo.70-81,NH-4,Sector-1,Dronagiri,IndustrialArea, Maharashtra -410206, and measures approximately 4.9 acres (2,15,366.04 sq. ft.). The site is located at latitude 18°54'21.2" North and longitude 73°00'45.0" East. It is proposed for development of Warehousing and/ or Container Terminal Facility. The site is well connected to other parts of the city by road and has good connectivity through road, rail, and air.

Figure1: Project Location and Connectivity



Table1:DistanceoftheProjectSitefromKeyLocation

Key Locations	Distance
National Highway 348 (Palaspe- : Jawaharlal Nehru Port) -	8km
Dronagiri Railway Station– :	8.8 km

CSMT International Airport-	:	43.8km
-----------------------------	---	--------

Table2: Total Area for Project Site

Particulars	Acres
Total SiteArea	4.9acres

SiteandSurrounding

The subject property is situated in Dronagiri, within Maharashtra state. This plot spans an area of 2,15,366.04 sq.ft. It benefits from excellent accessibility, being flanked by roads on frontage.

Boundaries of the subject property areas below:

South- West: Maharashtra State Warehousing

Corporation North-West: Railway Tracks

South- East: Ultra Tech Cement Plant

North- East: Railway Land adjacent to Railway Station

Site for the project facility

The property in Dronagiri, Maharashtra, features a favorable 5-meter road frontage. It is conveniently located closer to the Shematikhar railway station. Currently there is one office shed and one room shed. Rest is open area and containers were parked in the subject plot.

The industrial plot at OBM2, Plot No. 70-81, NH-4, Sector-1, Dronagiri, adjacent to MSWCCFS, Navi Mumbai, Maharashtra, currently leased from CIDCO. The lease agreement is done for a period of 60 years, initiated on 09/09/1999, remains valid until 09/09/2059.

Figure 2: Layout of ProjectSite



Figure3:StructuralPlanofDronagiri



Figure 4: Photos of Subject Property



Maintenance Activity



Old Structure



Porta Cabin



Boundary wall and fencing 145-degree South-East



Boundary wall 245-Degree



South-West

Containers



Boundary Wall 330-degree
North-West



Boundary Wall 49-Degree
North-East



Ranjan Pada Railway Station
near to the project site

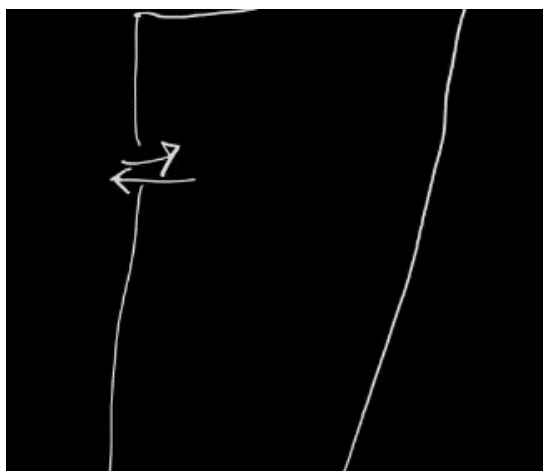


Washrooms



Ambuja Cement Plant near the project site

Boundary End



Land Parcel shape



245-degree South-West
Direction MSWC

SCHEDULE B: SECURITY

To,

Name and address

WHEREAS:

- (A) [•] (the "Concessionaire") and the [•] ("NAFED") have entered into a Concession Agreement 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.
- (B) The Agreement requires the Concessionaire to furnish a Security to the NAFED in a sum of _____ (Rupees _____) assessed by the NAFED mentioned in the Agreement) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Development Period (as defined in the Agreement).
- (C) 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 upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations during the Development Period, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, 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 obligations under and in accordance with the Agreement shall be conclusive, and binding 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. In order to give effect to this Guarantee, the NAFED shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, 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. It shall not be necessary, and the Bank hereby waives any necessity, for the NAFED to proceed 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, fulfillment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement 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 the Agreement and/or the securities available to the NAFED, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the NAFED of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other for bearance, indulgence, act or omission on the part of the NAFED or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the NAFED in respect of or relating to the Agreement or for the fulfillment, 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 Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the NAFED on the Bank under this Guarantee, no later than 180 (one hundred and eighty) days from the date of expiry of this Guarantee (“Claim Period”), all rights of the NAFED under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Security, subject to the Claim Period mentioned in Clause(7) above, shall cease to be in force and effect when the Commercial Operation Date under the Agreement has occurred. Upon request made by the Concessionaire, after the

expiry of the Claim Period, for release of the Security along with the particulars required hereunder including that the Commercial Operation Date under the Agreement has occurred, duly certified by a statutory auditor of the 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 power to issue this Guarantee, and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the NAFED that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the date which is three (3) years after the occurrence of [Commercial Operation Date] of phase [*] under the Concession Agreement as notified to the Bank by the NAFED.

Signed and sealed this [•] day of [•] 20[•] at [•]

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)
(Name)
(Designation
) (Code
Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) 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.

