



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

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**REQUEST FOR PROPOSAL ("RFP")
FOR**

**SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND
POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH
DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL**

RFP No. Nafed/HO/Estate/EOK-RFP/01/2025-26

Dated 17.12.2025

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PART-I

1. NOTICE OF DISCLAIMER

- a)** The information contained in this Request For Proposal ("RFP") 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 RFP document and all other terms and conditions subject to which such information is provided.
- b)** 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.
- c)** 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.
- d)** 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.
- e)** 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.
- f)** 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.
- g)** 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.
- h)** 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.

- i)** 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.
- j)** 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.
- k)** 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.
- l)** Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.
- m)** Bidders may attend the Pre-bid meeting as mentioned in clause no 1 (N) for clarification on the RFPs' 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.

2. Notice Inviting RFP & Overview

- a) National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) through its Managing Director invites electronic bids in password protected files from reputed, experienced and financially sound bidders (single entities or Consortium) for development of its freehold and built up property located at E-18, East of Kailash, New Delhi, on DBFOT basis. The initial license period shall be fifteen (15) years, with an escalation of fifteen percent (15%) in the License Fee every three (3) years. The license may be further extended for an additional period of five (5) years at the sole discretion of Nafed, subject to the satisfactory performance of the Licensee, as determined by the Licensor. For any extension beyond the initial 15-year period, the License Fee shall be subject to re-negotiation based on the prevailing market conditions, in addition to the applicable 15% escalation cycle. Any extension beyond the initial period of fifteen (15) years shall not be treated as a matter of right. Grant of such extension shall be purely at the sole and absolute discretion of NAFED.

b) Bid Overview

RFP No.	Nafed/HO/Estate/EOK-RFP/01/2025-26 date: 17.12.2025
Name of work	SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT E-18, EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL
Date of Uploading of Documents on NAFED's website	17.12.2025
RFP Submission Start Date and Time	17.12.2025 10:00 AM
Last date for receiving queries/ clarifications for pre-bid meeting.	29.12.2025 till 11:00 AM
Pre-Bid Meeting Meeting Link Topic: SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL	29.12.2025 at 15:00 Hrs. Link: https://us06web.zoom.us/j/83933544895?pwd=ysaZjt3lPMfFn4XC8AucbbQgbFXOdV.1 Meeting ID: 839 3354 4895 Passcode: 123456 Applicants who are interested in participating in the Pre-Bid Meeting should confirm the same by sending an email: estatedivision@nafed-india.com The queries received in advance shall be entertained in the pre-bid meeting.
Bid submission end date & time	07.01.2026

	17:00 hrs.
Date and time of Technical Bid opening	08.01.2026 11:00 AM
Date and time of Financial Bids opening	Will intimate upon opening, evaluation and finalization of technical bids.
Bid document fee	Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)
EMD	Rs.5,00,000/- (Rupees Five Lakh Only)
Technical Eligibility	As per the details given 7.2
Financial Eligibility	As per the details given in 7.3
Opening, Evaluation and finalization of the Bids	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)	Quoting of Highest Annual License Fee (ALF), exclusive of applicable GST and other taxes and cess.
Reserve Price	Rs. 60,00,000/- (Rupees Sixty lakh Only) per Annum. Note: The price bid quoted by the intended bidders found below the said 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).
Contact for clarifications:	MANAGER Estate, NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110 014 Email: estatedivision@nafed-india.com

3. Introduction, Background and Project Objective and Details

- 3.1. 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.
- 3.2. NAFED is the rightful owner and possessor of the Project Site measuring 325 square meter which is a freehold property situated at East of Kailash, New Delhi and intends to get the said property 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 Project Site. The property is to be developed for purposes permissible under applicable law, local land use regulations and NAFED policy. Total Constructed Floors in the property is Ground, First, Second and Third Floor in addition to a basement. **The property initially was residential when it was transferred in the name of Nafed but later on the Ground Floor and Basement Parking have been converted to Commercial. Bidders are advised to verify the current usage of the property. The lay out plan of the property is enclosed herewith.**

- 3.3. In view of the above, NAFED is issuing this RFP for “SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT E-18, EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL at the Project Site. The details and other required information on the Project Site are elaborated in further sections of this RFP.
- 3.4. **Project Objective**
- a) To engage an entity on DBFOT basis for designing, financing, constructing, operating and maintaining the Project and to transfer the facility back to NAFED at the end of the License term in good working order and condition.
 - b) To maximize social and commercial value derived from the property while ensuring regulatory compliance and protection of NAFED’s interests.
- 3.5. **Rejection of Bid for False or Misleading Information:** The Bidder shall submit a truthful, complete and accurate Bid, supported by all requisite information, documents and declarations. In the event that any information, document, declaration or representation furnished by the Bidder is found to be false, incorrect, misleading, fabricated, misrepresented, or suppressed at any stage of the bidding process, whether before or after the award of the Contract, the Authority shall have the absolute right, at its sole discretion, to reject the Bid forthwith and/or annul the Letter of Award (if issued), without any liability or obligation whatsoever. Such discovery shall also render the Bidder liable to be disqualified from participation in any present or future tenders/RFPs of the Authority for a period as may be determined by the Authority. The Bid Security/EMD submitted by the Bidder, if any, shall be forfeited without prejudice to any other rights or remedies available to the Authority under law or contract.

4. Key Project Data, Details and Site Information

4.1. Site Description

- a) Location: E-18, East of Kailash, New Delhi. (under limit of South Delhi Municipal Corporation)
- b) Ownership: NAFED (freehold).
- c) Plot Area: 325 sq. mtr
- d) Total Plinth Area 1021.77 sq mtrs.
- e) Category: C
- f) Existing structures (if any): Ground, First, Second and Third Floor in addition to a basement
- g) Title status and encumbrances: In the name of Nafed and there is no encumbrance. Ground Floor and Basement Parking have been converted to Commercial.
- h) Layout plan of the property may be referred to at **Annexure-A**.

Note-1: The title documents are available for inspection with Estate Division of Nafed by prospective bidder.

Note-2: At present the First floor and second floor of the property are being occupied by two different tenants vide separate Agreements with validity till 2030 and 2026 respectively. However, Nafed has issued evacuation notices to both tenants as on the date of publication of this RFP. Rest of the property is vacant and is in possession of Nafed.

4.2. Employer Provided Inputs

- a) NAFED shall provide reasonable access to the site for due diligence, subject to safety and security control.
- b) Any data provided is for convenience only. Bidders must make their own independent verifications.

5. Project Scope (DBFOT) — Permitted Uses and Restrictions

5.1. Scope of Work: The Selected Bidder shall:

- a) Design, Build, Finance, Operate and Transfer (DBFOT) of the Project as per the approved concept and technical specifications.
- b) Construction to include civil works, MEP, landscaping, external works, utilities, internal fit-outs (if specified), parking, site drainage, security systems and other facilities.
- c) Takeover of the Project Site on “**AS IS WHERE IS**” basis and plan, design, finance (100%) develop the Project within the Development Period, conforming to relevant Laws and Regulations such as Building By-laws, etc.
- d) Install relevant assets, equipment, and facility and arrange clearances/approvals related to the Project.
- e) Operation and maintenance of the Project for a pre-determined License Period as per the terms and conditions specified in this RFP and the Leave and License Agreement.
- f) Comply with all requirements and norms laid down by the competent authorities for the development, operation, and maintenance of the Project.
- g) The scope of work in this RFP shall be limited to the existing scope of work as per prevalent rules and regulations of concerned authority. In case of any approved land use change at a later stage, License fee with NAFED shall be recalculated based on the commercial usage value prevailing at that time.
- h) **Permitted Use:** The Project may be developed for any purpose permissible under applicable law and local regulations and as approved by NAFED (e.g., commercial, retail, office, mixed-use, logistics, fulfillment center, community facility, hotel, guest house etc.). Bidders must ensure their proposed use is compliant with the master plan, zoning and land use regulations.

5.2. Restrictions

- a) No change of land use that is not permissible under local regulations shall be undertaken without prior approvals and consent from NAFED and Competent Authorities.
- b) No encumbrances, mortgages, or charges on NAFED ownership shall be permitted

- c) The Successful Bidder shall comply with heritage, environment, and other statutory restrictions (if any) applicable to the property.
- d) The Successful bidder shall not under any circumstances assign, sublet, transfer, license, mortgage, pledge, or in any manner part with or share the possession of the whole or any part of the leased/licensed premises or any rights or obligations arising under this RFP and Leave and License Agreement to any third party. Any such act, if done or attempted, shall be deemed null and void and shall constitute a fundamental breach of the Agreement, entitling NAFED to terminate the Leave and License Agreement forthwith and to take over possession of the premises without any liability whatsoever.

6. License Structure and Financial Mode.

6.1. License Period: The initial license period shall be fifteen (15) years, with an escalation of fifteen percent (15%) in the License Fee every three (3) years. The license may be further extended for an additional period of five (5) years at the sole discretion of Nafed, subject to the satisfactory performance of the Licensee, as determined by the Licensor. For any extension beyond the initial 15-year period, the License Fee shall be subject to re-negotiation based on the prevailing market conditions, in addition to the applicable 15% escalation cycle. Any extension beyond the initial period of fifteen (15) years shall not be treated as a matter of right. Grant of such extension shall be purely at the sole and absolute discretion of NAFED.

6.2. License commencement shall be the Commercial Operation Date (COD) post development of the project in terms of this RFP as well as Leave and License Agreement.

6.3. Default and Termination

- a) **Termination for Default (by NAFED):** If the Successful Bidder commits any breach or default under the Agreement post award of the work, the Nafed may terminate the Leave and License Agreement **immediately**, without any cure period, by issuing written notice. The Successful Bidder shall vacate and hand over peaceful and vacant possession forthwith. The Nafed's right to recover all damages, losses, costs, and mesne profits shall remain fully preserved.
- b) **Termination for Convenience (by Nafed):** Nafed may terminate the Agreement **at its sole discretion**, at any time and without assigning any reason, by giving **30 days' prior written notice**. No compensation, refund, or claim of any nature shall be payable to the LICENSEE. All surviving obligations shall continue to remain enforceable.
- c) **Termination by Successful Bidder:** The Successful Bidder may terminate the Agreement by giving **90 days' prior written notice**, or immediately by paying **three (3) months' License Fee** as liquidated damages. No prior payments shall be refundable.
- d) **Post-Termination Obligations:** Failure of the LICENSEE to vacate the premises upon termination shall attract **use and occupation charges at five (5) times the monthly License Fee** per month (or part thereof) until actual handover, without prejudice to the Nafed's right to initiate eviction, recovery, and legal proceedings, and to claim all additional losses and costs

6.4. Upfront Fees & Reserve Price:

- a) NAFED may require an upfront license fee on monthly basis.
 - b) **Reserve Price:** The Reserve Price for the License shall be ₹60,00,000 (Rupees Sixty Lakh only) per annum, **which is** equivalent to ₹5,00,000 (Rupees Five Lakh only) per month.
 - c) Bidders should quote: (a) Upfront Annual and Monthly License fee exclusive of GST and other applicable taxes as per financial bid format.
 - d) After every three years, the Annual License Fee increases by 15%.
 - e) The Monthly CF shall be paid in advance on or before the 7th day of each calendar month into NAFED's designated bank account.
- 6.5. **Performance Security:** The Successful Bidder shall require depositing Security equivalent to six month of agreed License fee within 07 days from the receipt of LOI. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED. Security Deposit must remain valid at all times and Security deposit must be submitted only in the form of Bank Guarantee from a scheduled commercial bank bearing E-RTGS code through SFMS system
- 6.6. **Validity of Bids:** The Bid shall remain valid for a period of thirty (30) days from the Bid Due Date extendable by another thirty (30) days at the sole discretion of the NAFED. In exceptional circumstances without prejudice, prior to the expiry of the Bid Validity Period of thirty (30) 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.

7. ELIGIBILITY CRITERIA

- 7.1. **General Eligibility:** For determining the eligibility of Bidder, the following shall apply:
- a) The Bidder may be a single entity or a Consortium of up to two (2) members. No entity shall participate in more than one Bid, individually or as a Consortium member. The term "Bidder" includes both single entities and Consortiums.
 - b) The Bidder may be a Company under the Companies Act, 1956/2013, a Registered Society, a Partnership Firm under the Indian Partnership Act, 1932, or a Limited Liability Partnership under the LLP Act, 2008. Each entity shall submit proof of registration/incorporation.
 - c) The Bidder shall not have any Conflict of Interest that may affect or influence the Bidding Process. Any Bidder found to have a Conflict of Interest shall be liable for disqualification at any stage of the process, without prejudice to any other rights of the Authority. A Conflict of Interest shall be deemed to exist if, at any stage of the bidding process:
 - (i) the Bidder or any of its members (in case of a consortium) has common controlling shareholders or beneficial ownership of more than five percent (5%) of the paid-up share capital or voting rights in another Bidder participating in the same tender; or
 - (ii) receive or provide any direct/indirect subsidy, grant, or loan to another Bidder;

- (iii) share a common legal representative
 - (iv) such Bidder or its member(s) has any relationship, whether direct or indirect, that could reasonably be considered to give rise to a conflict between its interests and those of Nafed in respect of the Project; or
 - (v) any of the Bidder's key personnel, advisors, or affiliates are engaged by or have provided services to another Bidder for the same tender or to Nafed in relation to the same Project, in a manner that could influence the outcome of the bidding process.
 - (vi) engage any legal, financial, or technical adviser of Nafed within 6 months prior to or 12 months after bid submission.
 - (vii) The Bidder shall promptly disclose to Nafed any facts or circumstances that may constitute or give rise to a Conflict of Interest, failing which the Authority may, at its sole discretion, disqualify the Bidder from further participation.
- d) In case of a Consortium (i) Maximum two (2) members are allowed; (ii) One member shall be designated as Lead Member, responsible for all coordination and obligations; (iii) The Bid shall include details of each member's roles, financial and technical responsibilities; (iv) Members shall execute a Joint Bidding Agreement (as per Bid Form 7), defining their roles and commitments.
 - e) The Lead Member shall be authorized to act on behalf of the Consortium in all matters.
 - f) Any change in Consortium membership post submission shall lead to disqualification.
 - g) The Bid shall be legally binding on all Consortium members.
 - h) No amendment to the Joint Bidding Agreement shall be made without prior written consent of the Authority.

7.2. Technical Criteria

- a) Experience threshold: at least [one/ two] projects of value \geq ₹ 05 crore.
- b) For Consortiums/JVs: The technical eligibility criteria may be fulfilled collectively by the Consortium, subject to the condition that each Member meets such criteria in proportion to its respective equity participation in the Consortium. If such consortium selected, all Consortium members shall be jointly and severally liable for project execution and sign and execute agreement with Nafed jointly and severally.

7.3. Financial Criteria

- a) **Minimum Net Worth:** The Bidder must mandatorily possess a minimum Net Worth of INR 3.00 crore as on 31.03.2025 (Audited) and 30.09.2025 (CA-certified).
The Net Worth shall be certified strictly by the Bidder's Statutory Auditor, and the Bidder shall submit the prescribed Bid Form supported by:
 - Audited Annual Financial Statements as on 31.03.2025, and
 - CA-certified financial statements as on 30.09.2025.

Failure to provide the above certificates in the required format or submission of

incomplete/incorrect financial information shall render the bid summarily rejected without further reference.

- b) **Solvency:** The Bidder shall furnish a Solvency Certificate of not less than INR 3.00 crore, issued exclusively by a Nationalised / Scheduled Commercial Bank, as on 30.09.2025. The Solvency Certificate must not be older than one (01) month from the Bid Submission Date. Any Solvency Certificate not meeting the above thresholds or date validity requirements shall be deemed non-compliant, and the Bid shall be liable for outright rejection.
- c) **Average Annual Turnover** (last 3 years,): \geq **₹ 08 crore**. The Bidder shall be required to submit the duly certified by the Statutory Auditor and Auditor's Report and Audited Financial Statements along with copies of ITR may also be asked to submit for FY-2022-23, 2023-24, 2024-25 of the Bidder.
- d) Declaration cum undertaking u/s 206 AB as mandated by Income Tax Law.
- e) Access to construction/term financing: evidence of banker support / funding plan.
- f) For the purpose of assessment of financial eligibility, only the financial statements and relevant financial information pertaining to the Lead Member shall be taken into consideration. The Lead Member shall be required to independently satisfy the minimum financial eligibility criteria prescribed in this RFP. The financial capacity, strength, or guarantees of the other Consortium Members shall not be considered for evaluation purposes.

7.4. Other Requirements

- a) Bid security / EMD: ₹ 5,00,000/- (refundable without interest).
- b) Submission of Power of Attorney, Board Resolution authorizing bid, and consortium agreement (if applicable).

8. Miscellaneous

- 8.1. **Site Visit:** Before processing and submitting the bid, Bidders shall inspect the site and satisfy themselves. A mandatory pre-bid site visit will be arranged.
- 8.2. **Pre-bid Meeting and Queries:** A pre-bid meeting will be held as mentioned above. Written queries must be submitted by one day prior to pre-bid meeting. NAFED's clarifications will be issued as an Addendum to the RFP.
- 8.3. **Language and Currency:** All submissions in English. Financials in Indian Rupees (INR).
- 8.4. **Bid Validity:** Bids shall remain valid for [180] days from the bid submission deadline (or as specified).
- 8.5. **Bid Document Fee:** 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.

- 8.6. **Earnest Money Deposit (EMD):** The Bidder is required to pay an interest free Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs Only) via NEFT/RTGS to NAFED using the following bank details. Proof of payment must be submitted along with the Bid.

BANK ACCOUNT DETAILS FOR PAYING EMD:	
Beneficiary Name	NAFED
Current Account No.	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.

- 8.7. The EMD of H-2 will be returned within 15 (fifteen) days of signing the Agreement with the Selected Bidder. The EMD of other Bidder shall be refunded within 15 days from date of selection of H-1 bidder. The EMD of the Selected Bidder will be returned/adjusted against the Security Deposit only after receiving the Security as per the Leave and License Agreement.
- 8.8. The EMD submitted by a Bidder shall become liable for forfeiture in the event of the following:
- If the Bidder withdraws his Bid during the period of Bid Validity.
 - 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 Leave and License Agreement with Confidentiality & Conflict of Interest: Bidders must declare any conflict of interest, NAFED may disqualify parties with material conflicts.

9. Bid Preparation and Submission Requirements

- 9.1. 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 electronic mode only at the time of submission of their proposal in electronic mode.

9.2. 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) **Mode of Submission of Bids:** the proposals shall be submitted electronically via email to estatedivision@nafed-india.com. The subject line of the email must clearly state: “**RFP Submission – RFP No. Nafed/HO/Estate/EOK-RFP/01/2025-26- SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL – [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.
- c) Both Technical and Financial bids shall be submitted electronically as a password-protected file to estatedivision@nafed-india.com. The password shall be obtained from the Bidder at the time of bid opening either over the phone (using the number provided in the Bid Application) or directly from the Bidder if physically present during bid opening. If the Bid files are not password protected or is inaccessible at the time of opening, such Bid shall not be considered for evaluation.
- d) **For Technical Bids**, refer to the “Checklist of Submission” provided in *RFP*.
- e) **The Financial Bids** shall be submitted only in *Bid Form: 1* and must contain details strictly related to the financial offer. No information or reference to the Financial Bid shall be included in the Technical Bid. Any such inclusion shall lead to immediate disqualification of the Bidder.
- f) The Financial Bids of only those Bidders found technically qualified shall be opened at a subsequent date, which will be communicated to the eligible Bidders via email or uploaded on NAFED’s official website.
- f) **Password sharing Protocol:** 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.
- g) Proposals must be received at the specified e-mail address, i.e. estatedivision@nafed-india.com 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

- h) All proposals must be submitted in English and formatted according to the requirements set forth in this RFP.
- i) Proposals submitted by any other method not specified herein will not be accepted.
- j) Bidders are solely responsible for ensuring that their submissions are received on or before the deadline.
- k) No exceptions will be made for late or incomplete submissions.
- l) The Bidder shall submit a Power of Attorney authorizing the signatory to commit the Bid, supported by a Board Resolution confirming such authorization. In the case of a Consortium, each Member shall submit a Power of Attorney in favour of the Lead Member in the prescribed format.
- m) The Bidders shall also submit a copy of the Aadhaar Card of the authorized signatory along with the Power of Attorney.
- n) **Number of Bids and Costs Thereof:** No Bidder shall submit more than one (1) Bid for the Project. A Bidder applying individually or as a Consortium Member shall not submit another Bid in any capacity. Any Bidder found participating in more than one Bid shall be disqualified.

9.3. Cyber security Disclaimer

- a) NAFED shall not be responsible or liable for any delay, loss, non-receipt, corruption, or unauthorized access of bid documents during transmission through electronic means.
- b) The bidder shall ensure that their systems, networks, and procedures are secure and that passwords are transmitted safely in accordance with the instructions.
- c) Any failure to comply with secure electronic submission practices, including premature sharing of passwords, shall be at the sole risk and responsibility of the bidder.

9.4. 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.

9.5. All communications, including requests for clarification and submission of application documents, should be addressed to:

Manager(Estate)

Nafed House, Siddhartha Enclave, Ashram Chowk, ring Road, New Delhi

Email id: estatedivision@nafed-india.com

9.6. 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. In the event bid could not be opened at due date and time due to some reasons and exigencies, revised date for opening of bid shall be informed in the website of Nafed.

- 9.7. Corrigendum/Addendum to this document, if any, will be published on website www.nafed-india.com.
- 9.8. NAFED reserves the right to reject any or all the Bids without assigning any reason thereof. Further, NAFED reserves the right to scrap the complete RFP process any time without assigning any reason thereof.
- 9.9. Letter regarding clarification/missing documents will be issued to concerned Bidders. In response, the Bidder needs to submit the clarification/missing documents (if any) through the mail ID/address of Authorised Signatory. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
- 9.10. NAFED is not responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Bids including costs and expenses related to visits to the site.

10. EVALUATION OF BIDS

10.1. Evaluation of Technical Bids:

- a) NAFED shall open the Technical Bids received electronically at the scheduled date and time indicated in the *Bid Overview*.
- b) To facilitate evaluation, NAFED may, at its sole discretion, seek clarifications or request missing documents from any Bidder.
- a) The Bidder's competence and capability shall be assessed on the basis of: Technical Eligibility Criteria; and Financial Eligibility Criteria.
- b) Only those Bidders who qualify technically shall be invited for Financial Bid opening, the schedule for which will be intimated separately.

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

- a) The Bidder quoting the Highest Annual License Fee (ALF) shall be declared the Successful Bidder.
- b) Following the declaration, NAFED shall issue a Letter of Intent (LoI) in the prescribed format. The Selected Bidder shall enter into the Leave and License Agreement and fulfill all obligations arising therefrom.
- c) In case of a tie, i.e., two or more Bidders quoting identical Annual License Fee the Bidder having the highest turnover shall be declared the Selected Bidder.
- d) NAFED reserves the right, at its sole discretion, to select the successful Bidder. In the event that the H-1 Bidder withdraws or fails to comply with the requirements, NAFED may invite the H2 Bidder to match the H1 financial offer.
- e) The LoI shall be issued in duplicate. The Selected Bidder must sign and return one copy within seven (7) days of receipt. Failure to do so may result in forfeiture of the Earnest Money Deposit (EMD), unless NAFED grants a written extension.

- f) The LoI shall not confer any ownership or possessory rights over the Project Site. NAFED shall retain full ownership until the Compliance Date as defined in the Leave and License Agreement.
 - g) The evaluation of bids shall accord priority to financial viability over prior experience in PPP projects.
- 10.3. Any issue relating to the interpretation of the terms and conditions of this RFP, or any matter not expressly covered herein, shall be governed by the applicable provisions of the General Contract Conditions (GCC) Guidelines. The decision of the Competent Authority of NAFED in this regard shall be final and binding on all parties, keeping in view the objective of ensuring optimal returns from the property.

11. Execution of the Leave and License Agreement

- a) The leave and License Agreement shall be executed within thirty (30) days from the date of receipt of the signed LoI. The successful Bidder shall thereafter be referred to as the Licensee. In case of inconsistency between this RFP and the leave and License Agreement, the provisions of the such Agreement shall prevail.
- b) Execution of the Leave and License Agreement shall not, under any circumstances, grant any ownership or possessory rights over the Project Site. NAFED shall retain complete ownership and possession thereof.
- c) **Approvals and Permits:** The Successful Bidder shall, at its own cost, obtain all statutory approvals, clearances, and permits necessary for project development as stipulated in the Leave and License Agreement.
- d) It shall be incumbent upon the successful Bidder to commence the work at site within 30 (thirty) days from the date of handing over of the site. Failure to do so shall be viewed seriously and may constitute a breach of the contractual agreement, entailing such action as deemed appropriate by NAFED under the terms of the Contract.

12. Development of the Project

- a) The Successful Bidder shall complete development within the stipulated Development Period in compliance with all applicable laws and good industry practices.
- b) The Development Period for completion of the Project shall be six (6) months from the Appointed Date or from the date of handing over of possession of the property, whichever is later. An extension of up to three (3) additional months may be granted only with the prior approval of NAFED, in case of force majeure events or abnormal conditions, subject to the satisfaction of the competent authority that such extension is justified and consistent with the optimum utilization of the property. Such extension, if granted, shall be based on the actual progress of work and the extent of unforeseen delays as determined by NAFED. Under no circumstances shall the total Development Period, including any extension, exceed nine (9) months in aggregate. For the purpose of this clause, development shall include all activities related to construction, renovation, refurbishing, augmentation, up-gradation, installation, and other related works necessary for project completion.
- c) If the development is not completed within the Development Period as per preceding clause, the Successful Bidder shall be liable to pay a Monthly Rental

equivalent to the Monthly License 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 12 months from the Appointed/handing over Date**). Failure to do so shall be considered a default by the Successful Bidder, leading to termination of the Leave and License Agreement.

- d) No payments shall be due to NAFED during the Development Period. However, for the avoidance of doubt, it is hereby clarified that in the event the successful bidder elects not to undertake any development of the premises and instead **commences activities and start utilizing the premises** immediately upon taking possession from NAFED, the exemption from payment of License Fee during the Development Period, as contemplated under the RFP, shall not be available and the Successful Bidder shall be liable to pay the License Fee immediately from the date of possession.
- e) The Monthly License Fee (calculated as Annual License Fee/12) must be paid in advance to NAFED on or before the 7th of each English calendar month.
- f) The Annual License Fee shall be renewed after every three (3) years, with an increase of 15% after every three year
- g) Default in payment shall attract interest at **18% per annum** plus applicable GST, calculated daily. Delay beyond three (3) months shall constitute a default leading to termination and repossession of the Site by NAFED.
- h) Any delay in the development of the Property beyond the stipulated Development Period shall result in forfeiture of the Security Deposit, in addition to NAFED's right to pursue all other remedies available under law or contract, including recovery of any additional damages or losses arising from such delay. The forfeiture of security shall attract GST.

13. Penalty Clause

- a) **Delay in Development (if applicable):** Delay in completion of development/fit-out works beyond the stipulated timeline shall attract a penalty of ₹ 1000/- per day, subject to a maximum of 10% of the Annual License Fee. Delays exceeding 30 days may lead to termination.
- b) **Delay in License Fee Payment:** Late payment of License Fee or dues shall attract interest at 18% per annum, calculated daily. Repeated delays may be treated as a material breach.
- c) **Unauthorized Use / Activities:** Any deviation from the permitted use or engagement in unauthorized activities shall attract a penalty of ₹ 50,000/- per violation, in addition to immediate cessation of such activity.
- d) **Maintenance & Operational Lapses:** Failure to maintain the premises as required shall invite a 7-day rectification notice, after which the Licensor may rectify the issue at the Licensee's cost plus a 20% penalty.
- e) **Unauthorized Subletting/Assignment:** Any subletting, assignment, or third-party occupancy without written approval shall attract a penalty of ₹ 10,00,000 (Rupees Ten Lakh Only), and may result in termination.
- f) **False Information / Misrepresentation:** Submission of false, fabricated, or misleading information at any stage shall invite a penalty of up to 10% of the Annual License Fee, and may lead to forfeiture of Performance Security and termination.

- g) **Statutory Non-Compliance:** Violations of statutory, safety, or regulatory requirements shall attract a penalty of ₹ 50,000/- per instance, and all consequential liabilities shall be borne by the Licensee.
- h) **Without Prejudice:** Penalties are without prejudice to the Licensor's right to terminate the agreement and recover losses through Performance Security or other legal means.

PART-II

14. Confidentiality: All information related to bid examination, clarification, or evaluation shall remain confidential. Disclosure to any unauthorized person shall not be permitted except as required by law or by competent authority.

15. Correspondence with Bidders: Save as expressly provided in this RFP, NAFED shall not entertain any correspondence regarding acceptance or rejection of Bids.

16. Notices: Any notice, request, or consent shall be in writing and deemed valid when delivered by post, email, or hand delivery under acknowledgment. Emails shall be from official IDs, followed by a duly signed hard copy confirmation.

17. Legal, Land & Statutory Compliance

- a) Title & Encumbrance: NAFED confirms ownership and will deliver possession free from encumbrance. Any undisclosed encumbrance found later shall be addressed per Leave and License Agreement.
- b) Approvals & Statutory Permissions: Successful Bidder to obtain all statutory approvals at its cost (building plan approvals, fire NOC, water & sewage connections, electricity, etc.) unless otherwise specified.
- c) Taxes and Duties: Successful Bidder responsible for all taxes, duties, levies, cess, GST and statutory charges during construction and operation, unless explicitly stated otherwise.

18. Insurance, Damages and Indemnification

- a) **Insurance:** Construction and operational insurance policies to be maintained by Successful Bidder: CAR/EAR, third-party liability, employer's liability, business interruption, fire & allied perils, statutory worker insurance.
- b) The Selected Bidder shall be liable for all duties, taxes, levies, or penalties imposed by any authority arising from the use or occupation of the Site.
- c) The Selected Bidder shall fully indemnify and hold NAFED harmless against all claims, losses, damages, or penalties arising from non-compliance, negligence, or breach of statutory obligations.
- d) Compliance with all applicable labour laws, tax laws, and other statutory obligations shall rest solely with the Bidder. NAFED shall bear no responsibility or liability in this regard.
- e) Successful Bidder to indemnify NAFED against claims arising from Successful Bidder's negligence, breach or statutory non-compliance (subject to limitations and exceptions in Leave and License Agreement).

19. Declarations and Undertakings: 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.

- c) 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.
- d) 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/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.
- e) Each Bidder shall submit the following declarations on its letterhead:
 - a) It has never been in litigation with or blacklisted by NAFED.
 - b) None of its promoters, partners, or directors are associated with any entity that has been in litigation with or blacklisted by NAFED.
- f) If a Bidder has been involved in litigation with NAFED, details thereof must be furnished.
- g) NAFED reserves the sole discretion to reject or accept such Bidders, and its decision shall be final and binding.

20. Force Majeure

- a) 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.
- b) 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.
- c) 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.
- d) Neither party will be liable for performance delays or non-performance due to

causes beyond its reasonable control, except for payment obligations.

- e) 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.
- f) 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
- g) If performance becomes impossible due to an act of Government or any event beyond control, the Agreement shall terminate automatically without any claim for damages.
- h) Events qualifying as Force Majeure, consequences, and rights of parties shall be as defined herein. During Force Majeure, NAFED may suspend, vary, or terminate the Agreement without liability.

21. Integrity Pact: 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 as Annexure-B in this Bid Document*) and has no objections whatsoever in signing the contract.

22. Applicable Laws Jurisdiction and Dispute Resolution

- 22.1.1. This RFP 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 RFP 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.
- 22.1.2. All or any dispute arising out or touching upon or in relation to the terms of this RFP 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.
- 22.1.3. 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.
- 22.1.4. Upon award of the work, a Leave and License Agreement/Service Level Agreement shall be executed between NAFED and the Successful Bidder to govern and define the contractual rights and obligations of the parties post award. In the event of any inconsistency or contradiction between the provisions of this RFP and those contained in the License Agreement, the terms and conditions stipulated in the License Agreement shall prevail.

23. Holiday Listing: NAFED's Policy on Holiday Listing, as available on its website, shall

apply mutatis mutandis to this RFP and any subsequent agreement. NAFED reserves the right to take appropriate action in accordance with the said policy.

24. Prevention of Fraud and Corruption

- a) Bidders shall strictly adhere to NAFED's *Fraud Prevention Policy* and maintain the highest standards of integrity.
- b) Offering, promising, or providing any undue benefit to NAFED's employees is strictly prohibited.
- c) Collusive arrangements between Bidders are forbidden and shall lead to immediate disqualification.
- d) Any act of fraud, corruption, or concealment shall render the Bidder liable for disqualification and blacklisting.

25. General

- a) NAFED reserves the right, without liability, to: (i) Amend, suspend, or cancel the Bidding Process; (ii) Seek clarifications from any Bidder; (iii) Retain or verify any information submitted; or (iv) Accept, reject, or disqualify any Bidder at its discretion.
- b) By submitting a Bid, the Bidder releases NAFED and its officials from all liability arising from the conduct of the Bidding Process.
- c) The Project Site shall not be mortgaged, hypothecated, or sublet in any manner during the License Period.

PART-III

26.CHECKLIST OF SUBMISSIONS

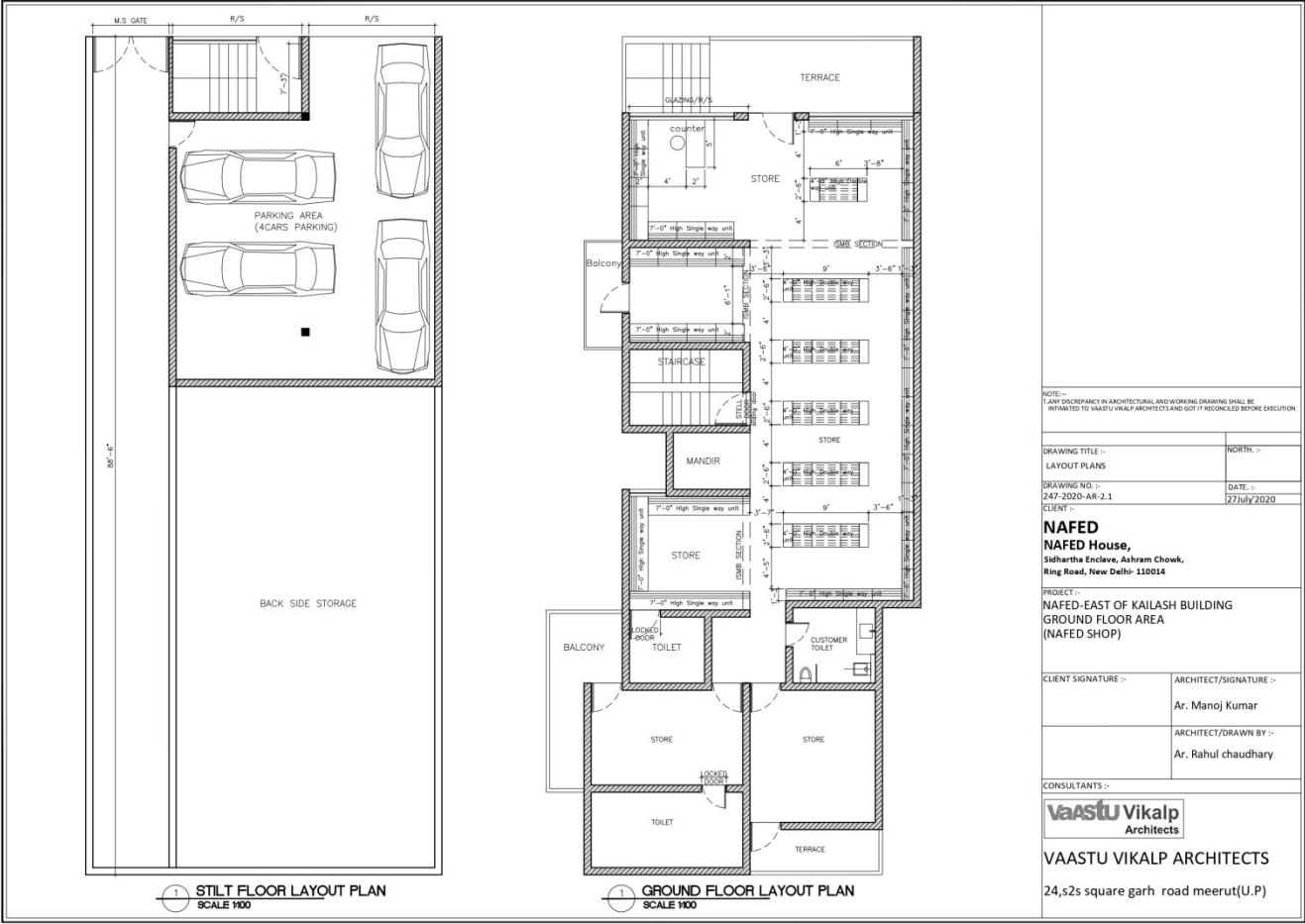
BID FORMS		
Pre-Contract Integrity Pact-Annexure-B		
Bid Form 1: Covering Letter-		
Bid Form 2: General Information about the Bidder		
Bid Form 3: Information for Technical Eligibility Criteria		
Bid Form-4: Information for Financial Eligibility Criteria		
Bid Form-4A: Financial Bid Format		
BID FORM-5: Performa for Information of Work Experience Certificate to be Furnished by the Bidder		
BID FORM 6: Net worth and Turnover Criteria		
Bid Form 7: Joint Bidding Agreement by Consortium Members		
BID FORM 8: Special Power of Attorney for Signing of Bid		
BID FORM 9: Special Power of Attorney in favor of the Lead Member of Consortium		
BID FORM 10: Statement of Legal Capacity		
BID FORM 11: Self-Declaration		
SCHEDULE A: SITE OF THE PROJECT		
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		
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 RFP. 	

Notes:

- a) **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.
- b) **Document Submission:** If copies of documents are submitted, they must be self-attested by the bidder.

LAYOUT PLAN



INTEGRITY PACT

(On the non-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 LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL” 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 RFP 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 RFP 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 RFP process treat all Bidder(s) with equity and reason. NAFED will in particular, before and during the RFP 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 RFP 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.

Section2 – Commitments of the Bidder

The Bidder commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the RFP 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 RFP 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 RFP 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 RFP process and exclusion from future RFPs/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 RFP 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 RFP 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 RFP 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 RFP.

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 RFP.

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 RFP process.

If the Bidder makes incorrect statement on this subject, it may lead to disqualification from the RFP 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 RFP 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 RFP / 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)_____

29. BID FORM 1: Covering Letter

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

Date: _____

To,

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

Sub: **SELECTION OF BIDDER FOR COCNESSIONING OF A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL**

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 East of Kailash.
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 Licensee 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 five (5) 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/corrigendum 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
anycorruptpractice,fraudulentpractice,coercivepractice,undesirablepracticeo
rrestrictive practice, in respect of any RFP 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 Intent (LoI) and the Leave and License Agreement provided thereafter. 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 Leave and License 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. 5,00,000/-(Rupees Five Lakhs Only) and required RFP fee are 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 separate password protected file. The Highest Annual License Fee (ALF) 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 work 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.
28. 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.*

30. 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*	Percentage of Equity in the Consortium
1.		Lead Member	
2.		Member	

Note: Roles should be defined as per this RFP document.

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

31. BID FORM 3: 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 this RFP	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/Machinery/infrastructure/ etc.	
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:

1. 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.
2. 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.
3. 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.

32. BID FORM -4: Financial Bid

RFP No. _____

dated _____

To,

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

Sub:- ***SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL***

Dear Sir,

- (i) I/We agree to abide by this Bid, which consists of our financial offer hereto, for a period of 180 (one hundred and eighty) 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 License Fees as tabulated below for grant of right to use the area of the property situated at E-18 East of Kailash, New Delhi in terms of the Leave and License Agreement to be executed post selection of the bidder, and agree to the Payment Terms provided in the Leave and License Agreement.
- (iii) I/We acknowledge that the Annual License 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: _____

33.BID FORM- 4A

Format For Financial Bid

(On the letterhead of the Applicant)

Date:

Manager, (Estate Division - NAFED),

NAFED House, Siddhartha Enclave Ring Road,

Ashram Chowk, New Delhi – 110014.

1. With reference to the RFP No. NAFED/HO/...../2025-26 datedI/ We, M/s.....offer the following license fees for taking on leave and license basis the below-mentioned property of NAFED situated at E-18, East of Kailash, New Delhi 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 sq mtr)	Minimum Guarantee / Reserve Price (in Rs.)	Monthly License Fees exclusive of applicable GST (in Rs.)	Annual License Fees exclusive of applicable GST (in Rs.)
1	E-18, East of Kailash, New Delhi.	3.25	60,00,000/- (Rupees Sixty 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 RFP 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 fee payment is concerned.

Yours faithfully,

Signature

(ON YOUR COMPANY'S LETTER HEAD)

34. 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)
2022-23				
2023-24				
2024-25				

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: _____

35. BID FORM-5: Performa 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.*

36. BID FORM 6: Net worth and Turnover Criteria*(To be certified by Statutory Auditor)***1. Net Worth related data:**

Calculation of Net Worth		Amount (Rs. In Cr) for 31 st March2025
	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. In Cr)				
		31 st March2021	31 st March2022	31 st March2023	31 st March2024	31 st March2025
	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:

1. 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)
2. 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).
3. 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
4. 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.
5. In case this form consists of more than one-page, Statutory Auditor & Authorized Signatory shall sign with seal on all pages.

37. BID FORM 7: 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.....

By and Between

..... (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

..... (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, through its Managing Director 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 LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL** (“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; all member of Consortium will jointly and severally enter into a Leave and License Agreement with the Authority and for performing all its obligations as the Licensee in terms of the Leave and License 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

- a) 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 Intent (LoI), and leave and License 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.
- b) 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.

- c) The Parties shall not use the said property 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, License , 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 License 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:

- a) 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.
- b) 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

38. BID FORM 8: 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 LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL** Project proposed by the National Agricultural Cooperative Marketing Federation of India (NAFED), including but not limited to signing and submission of all Bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to NAFED, representing us in all matters before NAFED, signing and execution of all contracts including the LoA, 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 License 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:

- a) 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.
- b) 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.
- c) The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.

39. BID FORM 9 : 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 LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL**

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:

- a) 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.
- b) 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.
- c) The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.

40. BID FORM 10: 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,

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

Sub:- **SELECTION OF BIDDER FOR LETTING OUT A FREE HOLD PROPERTY OWNED AND POSSESSED BY NAFED SITUATED AT EAST of KAILASH, NEW DELHI THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL**

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

41. BID FORM 11: 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)

42. SCHEDULE : SITE OF THE PROJECT

1. The Site

The subject property is situated at E-18, East of Kailash, and New Delhi. The site is well connected to other parts of the city by road and has good connectivity through road, metro, rail, and air.

Total Area for Project Site

Particulars	Acres
Total Site Area	3.25 sq. mtr