



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

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REQUEST FOR PROPOSAL ("RFP")

FOR

**SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF
WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE,
OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT
PIMPALGAON, NASIK, MAHARASHTRA.**

RFP No. HO/Estate/Pimpalgaon-RFP/02/2025-26

Dated:- 26-12-2025

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PART-I

A. NOTICE OF DISCLAIMER

- a) The information contained in this Request For Proposal (“Tender”) or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representatives”), is provided on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.\
- 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 shall 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 shall 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 shall 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) 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.
- j) Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.
- k) Bidders may attend the Pre-bid meeting as mentioned in clause no 1 (N) for clarification on the Tenders' technical specifications and commercial conditions, on the time, date and place mentioned therein. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

A. DEFINITIONS

The following terms, whenever used in this RFP, shall have the meanings assigned to them herein below:

- a) **“Affiliate”** Shall mean any company that, directly or indirectly controls or is controlled by or is under common control with the Bidding Company (in case of a single entity) or a Member (in case of a Consortium).
For this purpose, “control” means ownership of at least twenty-six percent (26%) of the voting rights of such entity.
- b) **“Applicable Laws”**: Shall mean all laws, statutes, rules, regulations, notifications, ordinances, guidelines, judgments, decrees, injunctions, writs, and orders of any court or authority of the Government of India or the concerned State Government, applicable to this RFP and relevant to the exercise, performance, and discharge of the rights and obligations of the Bidders, as in force during the subsistence of this RFP.
- c) **“Appointed Date”**: Shall be deemed to be the date of commencement of the Concession Period.
- d) **“Authorised Signatory”**: Refers to the person duly authorised by the Bidder to sign the Bid Documents. All certificates, documents, clarifications, and correspondence submitted under this RFP shall be signed only by the Authorised Signatory.
- e) **“Bid”**: Shall mean the Technical Bid and the Financial Bid submitted by a Bidder in response to this RFP, in accordance with the terms and conditions herein.
- f) **“Bid Deadline”**: Shall mean the last date and time for submission of the electronic Bid, as specified in the Bid Overview.
- g) **“Bidder(s)/Applicant(s)”**: Shall mean a Company, Society, Partnership Firm, Limited Liability Partnership, or any combination thereof, having a formal intent to form a Consortium (or already forming one) and submitting a Bid in response to this RFP.
- h) **“Bidding Consortium/Consortium”**: Shall refer to a group of entities (including their permitted successors and assigns) that collectively submit a Bid in response to this RFP.
- i) **“Bidding Documents/Bid Documents”**: Refers to this RFP document, including all requirements, terms, conditions, schedules, formats, and annexure for submission of the Bid.
- j) **“Bidding Entity”**: Shall refer to a single entity (including its permitted successors and assigns) submitting a Bid in response to this RFP.
- k) **“Bidding Process”**: Refers to the structured procedure through which NAFED invites, receives, and evaluates Bids for award of the concession, including issuance of the Bidding Documents, submission of Bids, their evaluation against predefined criteria, and selection of the Selected Bidder.
- l) **“Commercial Operation Date (COD)”**: Refers to the date confirmed by NAFED, following a site inspection undertaken after receipt of intimation from the Concessionaire regarding commissioning and readiness of the Project for commercial operations.
- m) **“Concession Agreement”**: refers to the Concession Agreement executed pursuant to this RFP, including its recitals, schedules, annexure, and any amendments issued in accordance with the terms hereof. In the event of any inconsistency, discrepancy, or contradiction between the provisions of this RFP and the Concession Agreement, the terms and conditions of the Concession Agreement shall prevail.
- n) **“Conflict of Interest”**: Shall have the meaning assigned under Clause 3.1. of this RFP
- o) **“Consents, Clearances, and Permits”**: Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required from any authority for the development, construction, ownership, operation, and maintenance of the Project.

- p) **“Control” / “Controlled by” / “Common Control”**: Shall mean the ownership of, or the ability to exercise, directly or indirectly, more than **fifty percent (50%)** of the voting securities or rights, or the ability to appoint majority directors, key managerial personnel, or to otherwise direct the management or policies of such entity through contractual rights, ownership, or other means.
- q) **“Development Period”**: Refers to the period of twelve (12) months from the Appointed Date or the date of handing over of possession of the Project Site, whichever is later, for completing all development activities. NAFED may, at its sole discretion, grant an extension of up to three (3) months only in cases of force majeure or abnormal conditions, based on actual progress and justified delays. In no case shall the total Development Period exceed fifteen (15) months. “Development” includes all activities related to construction, renovation, refurbishing, augmentation, up-gradation, installation, and other works necessary for Project completion.
- r) **“Good Industry Practice”**: Shall mean the practices, methods, standards, and acts which are generally expected from a reasonably skilled, diligent, efficient, and experienced operator engaged in similar undertakings, ensuring performance of obligations in accordance with this Agreement, Applicable Laws, and Applicable Permits, in a reliable, safe, economical, and efficient manner.
- s) **“Key Personnel”**: Shall mean individuals employed, appointed, or engaged by the Bidder who are proposed to be responsible for the execution, management, supervision, design, finance, compliance, or coordination of the Project or bidding documentation.
- t) **“Lead Member of the Bidding Consortium” or “Lead Member”** Shall mean the member of the Consortium nominated as such by all other members, authorised to represent and act on behalf of the Consortium for all purposes relating to the Bid, the RFP process, execution of the Agreement, and overall project implementation. The Lead Member shall be the single point of contact for NAFED, responsible for all obligations, clarifications, submissions, and communications. The Lead Member shall hold the minimum equity/ownership stake prescribed in this RFP and shall maintain such stake for the duration specified in the Bidding Documents and the Agreement. No change in the Lead Member shall be permitted without prior written approval of NAFED.
- u) **“Letter of Intent (LOI)”**: Shall mean the letter issued by NAFED to the Selected Bidder for award of the concession.
- v) **“NAFED”**: Refers to the National Agricultural Cooperative Marketing Federation of India Ltd.
- w) **“Net Worth”** Shall mean: Subscribed and Paid-up Equity Capital (excluding Share Application Money and Preference Share Capital) including Equity/Securities Premium + General Reserves **minus** (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets).
- x) **“Project”**: Refers to the Warehousing Facility to be developed by the Selected Bidder within the Development Period at the Project Site.
- y) **“Project Site”**: Refers to the land and structures available on an “AS IS WHERE IS” basis at Survey No. 517/A, Pimpalgaon Baswant, District Nashik, Maharashtra.
- z) **“RFP”**: Shall mean this Request for Proposal document along with all its schedules, annexure, formats, and accompanying documents.
- aa) **“Reserve Price for Pimpalgaon”**: Refers to the minimum benchmark price fixed by NAFED, i.e., INR 2,25,00,000/- (Rupees Two Crore Twenty-Five Lakhs only) per annum respectively, below which no Bid shall be accepted.
- bb) **“Similar Project”**: Shall refer to the development, operation, or management of Warehousing Facilities.

- cc) “Statutory Auditor”:** Shall mean the Auditor appointed under the Companies Act, 1956 or the Companies Act, 2013, or any other applicable law.
- dd) “Stipulated Date”:** Shall mean the clearly defined and agreed date by which specified milestones or deliverables must be completed, as set out in the RFP.
- ee) “Warehousing Facilities”:** Includes storage spaces for goods, such as cold storage, bonded warehouses, general warehouses, and agricultural warehouses.

B. Notice Inviting RFP & Overview

- a) Notice Inviting RFP:** National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) invites electronic bids in password protected files from reputed, experienced and financially sound bidders (single entities or Consortium) for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Maharashtra for a **concession period of 20 years**.

b) BID OVERVIEW

RFP No.	HO/Estate/Pimpalgaon-RFP/02/2025-26 Dated: 26-12-2025.
Name of work	SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA.
Issuance of RFP Document	26-12-2025
Last date for receiving queries/clarifications.	02-01-2026 till 12:00 pm
Pre-Bid Meeting	<p>03-01-2026 at 12:00 pm. Applicants who are interested in participating in the Pre-Bid Meeting shall confirm the same by sending an email to estatedivision@nafed-india.com</p> <p>Meeting link: Join Zoom Meeting https://us06web.zoom.us/j/82207816645?pwd=Sgcc4paPvQ58hYu0qYpWoFi8jFHIEh.1</p> <p>Meeting ID: 822 0781 6645 Passcode: 123456</p>
Bid submission end date & time	15-01-2026 till 17:30 hrs
Date and time of Technical Bid opening	16-01-2026 at 15:00 hrs
Date and time of Financial Bids opening	Will intimate later to technically qualified bidders upon completion of technical evaluation.
Bid document fee	Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)
EMD	Rs.15,00,000/- (Rupees Fifteen Lakh Only)

Technical Eligibility	As per the details given in this RFP
Financial Eligibility	As per the details given in this RFP
Opening & Evaluation of the Bids	Bidders are advised that only those who meet the technical criteria specified in this RFP will be considered qualified. Financial Bids will be opened solely for Bidders who have been declared as “Technically Qualified”.
Method of Selection Bidder (Bid Parameter)	Highest Annual Concession Fee (ACF) exclusive of GST over and above the Reserve Price
Reserve Price “for Pimpalgaon Site	Refers to the minimum benchmark price fixed by NAFED, i.e., INR 2,25,00,000/- (Rupees Two Crore Twenty Five Lakhs only) per annum, below which no bid/offer shall be accepted.
Note: The price bid quoted by the intended bidders found below the reserve price as above shall summarily be rejected. All applicable taxes, including GST, shall be payable over and above the quoted bid amount by the bidder(s).	

D) INSTRUCTIONS FOR BID SUBMISSION

- a) 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 shall submit their proposal with requisite document in electronic mode at the time of submission of their proposal.
- b) **Mode of Bid submission of Bids:**
- i. 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.
 - ii. **Electronic Submission of Bids:** the proposals shall be submitted via email to estatedivision@nafed-india.com. The subject line of the email must clearly state: “RFP Submission – [HO/Estate/Pimpalgaon-RFP/02/2025-26- **“Selection of Concessionaire for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Nasik, Maharashtra”** – [Name of Bidder]” All proposal documents shall be attached in searchable PDF format and organized according to the structure outlined in the RFP. The total file size of the email submission must not exceed [e.g., 20MB]. If the proposal is split across multiple emails due to file size constraints, each email shall 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.
 - iii. 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 authorised person of the bidder. 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.
 - iv. It is hereby clarified that only duly authorized representatives of the bidders, expressly authorized to sign and submit the bid in the prescribed format, shall be permitted to participate in the technical and financial bid opening process.
 - v. Proposals must be received at the specified e-mail address no later than last date of submissions of date as stipulated in this RFP. Late submissions will be automatically disqualified, regardless of the cause of delay, including courier or delivery issues
 - vi. All proposals must be submitted in English and formatted according to the requirements set forth in this RFP.
 - vii. Proposals submitted by any other method not specified herein will not be accepted.
 - viii. Bidders are solely responsible for ensuring that their submissions are received on or before the deadline.
 - ix. No exceptions will be made for late or incomplete submissions.
- c) 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.
- d) All communications, including requests for clarification and submission of application documents, shall be addressed to

General Manager (Estate)

E mail id: estatedivision@nafed-india.com

- e) To participate in the Bidding process, it is mandatory for the Bidder to submit all desired documents within stipulated time period.
- f) 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 Authorized representative who may wish to be present.
- g) Corrigendum/ Addendum to this document, if any, will be published on website www.nafed-india.com.
- h) 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 Authorized Signatory. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
- i) Bids received by NAFED after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
- j) The Bids shall be filled only in English language. The Authorized Signatory of the Bidder must, through their initials, attest all erasures and alterations made while filling the Bids. Over-writing of figures in Bids is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
- k) 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.
- l) Only those Bids which have been submitted in compliance of this RFP are eligible for consideration.
- m) No Bidder shall submit more than one (01) Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium as the case may be. In response to this Bid any Bidder who submits or participates in more than one Bid shall be disqualified.
- n) **Disqualification Conditions:**
 - i. Bidders who have been blacklisted or otherwise debarred by NAFED, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of Bid be ineligible from participation of Bidding process.
 - ii. Bidders whose contract has been terminated by NAFED during the last five years from the last date of submission of Bid due to Bidders' default shall be considered disqualified. In addition, the Bidder shall also not be eligible to participate in any future Bidding process in case of any pending/ongoing legal dispute with NAFED whether before any Court of law and/or arbitration with regard to any contract up to last date of submission of Bid and/or in case any recoveries/dues are outstanding on part of the Bidder payable to NAFED.
 - iii. If the CEO or any of the Directors/ key managerial personnel's or Promoters of the Bidder/ Consortium/ Member or their Affiliates of the Bidder's company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Bidder will be ineligible. However, if on acquittal by the appellate court the Bidder will be eligible.
 - iv. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the Bidder would be disqualified for future participation of Bids of NAFED for the next 05(Five) years and the EMD of the Bidder shall be liable to be forfeited.

PART-II

1. INTRODUCTION

1.1 Background

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.

NAFED is the rightful owner of the Project Site and intends to get Project developed on Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) basis. Thus, NAFED seeks participation from Company/Society/ a Partnership firm/ Limited Liability Partnership to develop the Warehouse Facility at its Project Site.

In view of the above, NAFED is issuing this RFP for SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA, on **“as is where is and what is basis”**. The details and other required information on the Project Site are elaborated in further sections of this RFP.

1.2 Project Details

Name of Project		Total Area	Concession Period
SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA.	Pimpalgaon, Nasik, Maharashtra	13 Acres	20 Years

1.3 Project Site Details:

Site Location	Pimpalgaon, Nasik, Maharashtra, including both Site-1 and 2
Situated at	SvNo517/A, Pimpalgaon Baswant, Distt Nasik, Maharashtra
Land Type	Industrial
Co-ordinates	20°9'10.29"N73°58'54.63"E
Total plot area	52069 sq. mtr (Approx.13acres)
Purpose of Land allotment	Onion Chawls / Onion Godown/fruit & Vegetable cold storage etc
Ownership Status	Lease hold Land and Lease period -99 years since 13.07.1977
Lessor	Revenue Department, Govt of Maharashtra

Permissible FAR	As per the applicable building regulations
Permissible Building Height	As per the applicable building regulation
Existing infrastructure	The existing built up structure and structure which is being built in the form of onion Chawls, old cold storage , office space, etc shall be included to be offered to the successful bidder on as is where is basis.

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

1.4 Scope of Work

The Selected Bidder shall:

- a) Takeover of the Project Site on “**AS IS WHERE IS AND WHAT IS BASIS**” basis and plan, design, finance (100%) develop the Project within the Development Period, conforming to relevant Laws and Regulations such as Building By-laws, etc.
- b) Install relevant assets, equipment, and facility and arrange clearances/approvals related to the Project.
- c) Operation and maintenance of the Project for a pre-determined Concession Period as per the terms and conditions specified in this RFP and the Concession Agreement.
- d) Comply with all requirements and norms laid down by the competent authorities for the development, operation, and maintenance of the Project.
- e) The scope of work in this RFP shall be limited to the existing scope under lease to NAFED. In case of any approved land use change at a later stage, the revised Concession Fee with NAFED shall be recalculated based on the commercial land use value prevailing at that time.
- f) Bidders are once again encouraged to submit their respective bids after visiting the Project Site, and ascertain themselves for the location, surroundings, climate, availability of power, water and other utilities for development, access to site, weather data, applicable laws and regulations, study documents including lease agreement of concerned Authority with Nafed Or any other matter considered relevant by them.
- g) The Bidders may visit to review the property documents available at the NAFED Head Office upon payment of the Bid Document Fee. Such a visit and document review shall be permitted only once and must be scheduled in advance with prior approval from NAFED. No photocopies of property documents or any other document in connection to it shall be allowed.

1.5. It shall be deemed that by submitting a Bid, the Bidder has:

- a) Made a complete and careful examination of the Bidding Documents and the RFP.
- b) Received all relevant information requested from NAFED.
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the NAFED relating to any of the matters referred to in Project Site.
- d) satisfied with all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under.
- e) Carried out proper due diligence.

- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Project Site hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NAFED, or a ground for termination of the Concession Agreement by the Concessionaire.

NAFED and its employees shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error, inaccuracy or mistake therein or in any information or data given by the NAFED.

Interested Applicants/Bidders may contact for site visit to the following:-

State Head, Nashik , Ph. No.: 9437494618

2. INSTRUCTIONS TO BIDDERS

2.1 Bid Documents

The following documents collectively form the Bid Document:-

- (i) Request for Proposal
- (ii) Integrity Pact, Technical Bid & Financial Bid, Schedules(1,2&3)

2.2 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 in this Bid Document*) and has no objections whatsoever in signing the contract.

2.3 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)	NEWDELHI
Bank	IDFCFIRSTBANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

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

2.4 Earnest Money Deposit (EMD)

- a) The Bidder is required to pay an interest free Earnest Money Deposit (EMD) of Rs.15,00,000/- (*Rupees Fifteen 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)	NEWDELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

- b) 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.
- c) The EMD of the Selected Bidder will be returned/adjusted against the Security Deposit only after receiving the Security in the form of Bank Guarantee as per the Concession Agreement.
- d) Bank Guarantee (BG) shall be submitted with Structured Finance Managing System (SFMS) issued by the beneficiary bank along with submission of the RTGS Code.
- e) The EMD of H2 will be returned within 15 (fifteen) days of signing the Agreement with the Selected Bidder. The EMD of other Bidders shall be refunded within 30 days from the award of the work. The EMD submitted by a Bidder shall be come liable for forfeiture in the even to the following:
 - i. If the Bidder withdraws his Bid during the period of Bid Validity.
 - ii. If the Selected Bidder, upon being issued the LOI, fails to accept the LOI and on or after acceptance of the LOI, fails to execute the Concession Agreement with NAFED within the stipulated period as per this RFP from the date of issuance of LOI.

2.5 Pre-Bid Meeting

- a) Bidders who are interested to participate in Pre-Bid Meeting shall confirm the same by sending an email to estatedivision@nafed-india.com latest by date and time outlined in Bid Overview.
- b) Only duly authorized representatives of the bidders, authorized to sign and submit the bid in the prescribed format, are permitted to participate.” in the pre-bid meeting.
- c) The link for the online Pre-Bid Meeting for those Bidders not opting for offline Pre-Bid Meeting is as under:
- d) NAFED will hold an online Pre-Bid meeting, with the prospective Bidders at the given time and date (*as outlined in Bid Overview*) to discuss the requirement and purpose of the RFP. The address for the offline Pre-Bid meeting is as follows:

Venue: Estate Division, NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014

2.6 Clarifications

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

“Queries concerning RFP for Selection of Concessionaire for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Nasik, Maharashtra”

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

3.			
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(e-Mail with any other subject line will not be entertained).

b) The NAFED shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the NAFED reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the NAFED to respond to any question or to provide any clarification.

c) The NAFED may, on its own, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by the NAFED shall be deemed to be part of the RFP. Verbal clarifications and information given by the NAFED or its employees or representatives shall not in any way or manner be binding on the NAFED.

2.8 Validity of Bids

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

3. ELIGIBILITY CRITERIA

3.1 Bidder Eligibility: For determining the eligibility of Bidder, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “Consortium”) not more than 2 (two) members coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium can be member of another Bidder. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.
- b) A Bidder may be a Company registered under Indian Companies Act, 1956/2013 or a Society registered under the Cooperative Societies Act, or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts. Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1.1(d)(vi) below.
- c) The Bidder shall not have 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 a Bidder is a Consortium, then the term Bidder as used in this clause, shall include each Member of such Consortium. In the case of a consortium, one member must be designated as the Lead Party, who shall act as the primary point of contact and be responsible for overall coordination, communication, and contractual obligations with the Nafed. The following are the additional requirements:
- (i) The number of members in a Consortium shall not exceed two (02);
 - (ii) The Bid submitted by the Consortium shall contain the information required for each Member of the Consortium;
 - (iii) The Bid shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - (iv) An individual Bidder cannot at the same time be Member of a Consortium applying for the Bid; and
 - (v) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified under Bid Form-5 (the “Joint Bidding Agreement”). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia clearly outline the proposed roles and responsibilities, if any, of each Member;
- e) The Bidder shall duly authorize a competent person to sign, execute, and submit the Bid Documents on its behalf through a Special Power of Attorney. Such Special Power of Attorney shall be executed in favour of the authorized signatory in the manner prescribed and strictly in accordance with the format provided under **Bid Form-6**. The Bidder shall ensure that the Special Power of Attorney is valid, duly notarized, and enclosed with the Bid Documents as part of the eligibility requirements.
- f) The Lead Member shall be authorized by other member of the Consortium by way of Special Power of Attorney as per **BID Form-7** to incur liabilities and receive instructions for and on behalf of any and other member of the Consortium.
- g) For the purpose of financial eligibility assessment, only the financial statements and relevant financial information and credentials of the Lead Party shall be considered. The Lead Party must meet the minimum financial criteria set forth in this RFP independently. Financial strength or guarantees of other consortium members will not be considered for evaluation purposes.
- h) In case the Consortium is selected as the Selected Bidder, the Lead Member along with other Consortium members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the RFP;
- i) Any change in the Member(s) of Consortium after submission of the Bid shall result in

- disqualification of the Bidder; and;
- j) The Bid shall be legally binding on all the members of the Consortium
- k) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

3.2 Technical Eligibility Criteria

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

S. No.	Technical Eligibility Criteria	Documentary Evidence to be attached
A	Development/Operation and Maintenance	
1	<p>(i) One (01) Similar Project having Project cost not less than 80% of the Total Estimated Project Cost as per Clause 1.2.</p> <p align="center">OR</p> <p>(ii) Two (02) Similar Projects, each having Project cost not less than 50% of the Total Estimated Project Cost as per Clause 1.2.</p> <p align="center">OR</p> <p>(iii) Three (03) Similar Projects, each having Project Cost not less than 40% of the Total Estimated Project Cost as per Clause 1.2.</p>	<ul style="list-style-type: none"> • Annual Audited Financial Report for the last 5 years i.e. FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 • Certificate from Statutory Auditor of Bidder as per format mentioned in Bid Form 3.
<i>Note-1: "Similar Projects" shall refer to the development, operation, or management of Warehousing Facilities.</i>		
<i>Note-2: In case the Bidder is a Consortium, the technical Eligibility Criteria shall be satisfied collectively by the Consortium, provided that each member meets such criteria in proportion to its respective equity participation in the Consortium.</i>		
B	Undertaking of non-blacklisting	
1	The Bidder shall not have been blacklisted by any Central/ State Government.	Self-Certification duly signed by authorized representative
2	The Bidder shall not have been blacklisted by NAFED.	

Note: Project Description shall be included in Bid Form 3, which refers to the location and types of Warehousing Facility.

3.3 Financial Eligibility Criteria

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

S. No.	Financial Eligibility Criteria	Documentary Evidence to be attached
1	Net Worth of at least INR 3 Crores for the Financial Year 2023-2024.	The Bidder shall be required to submit the Bid Form 4 duly certified by the Statutory Auditor based on the Annual Audited Financial statements.
2.	The Average Annual Financial Turnover during the last three (3) years, ending 31 st March of the previous financial year, shall be at least INR 60 Crores.	The Bidder shall be required to submit the Bid Form 4 duly certified by the Statutory Auditor and Copies of last 3 years ITR acknowledgments along with Audited Financial Statements for FY 2022-23 ,2023-24 & 2024- 25 of the Bidder.
3	Declaration cum Undertaking u/s 206 AB as mandated by Income Tax Law.	(Annexure - C)
<p><u>Note:</u></p> <p>1. In the event when the Bidder is a Consortium, the Financial Eligibility Criteria shall be met by Lead member of the Bidding Consortium only.</p> <p>2. Bidders with prior experience of implementing PPP projects with a Government or Public Sector organization will be given preference.</p>		

4. OPENING AND EVALUATION OF BIDS

4.1. Evaluation parameters

- a) **Bid System:** - Bidding process for the selection of the Bidder for the Project will be carried out through Single Stage (Two Bid) system consisting of “Technical Bid and “Financial Bid” separately in password protected files.
- b) The Bidder’s competence and capability are proposed to be established by the following parameters, viz. Technical Eligibility Criteria; and Financial Eligibility Criteria.
- c) The Bidders who qualify the Technical Eligibility Criteria shall be invited for Financial Bid opening at the date and time outlined in the Bid Overview.
- d) NAFED shall have sole discretion in deciding the selection of the Selected Bidder and reserves the right to proceed with H2 in case H1 refuses to comply or withdraws. In such case H2 will be invited to match the price quoted by H1.

4.2. 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.
- c) The Bidder’s competence and capability shall be assessed on the basis of: Technical Eligibility Criteria; and Financial Eligibility Criteria.
- d) Only those Bidders who qualify technically shall be invited for Financial Bid opening, the schedule for which will be intimated separately.

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

- a) The Bidder quoting the Highest Annual Concession Fee (ACF) provided in the Bid is responsive in terms of the INSTRUCTIONS TO BIDDERS (ITB) and the Bid Forms shall be declared the Successful Bidder.
- b) Following the declaration, NAFED shall issue a Letter of Intent (LoI). The Selected Bidder shall enter into the Concession Agreement and fulfill all obligations arising therefrom.

- c) In the event that two (02) or more Bidders quote the same Annual Concession Fee (ACF) (the “Tie Bidders”), the NAFED shall proceed with the Bidder having the highest turnover. The Bidder amongst the Tie Bidders, who possess the highest turnover, will be declared as the Selected Bidder and the NAFED shall issue a LoI to aforesaid Selected Bidder.
 - 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 Concession Agreement.
 - g) The evaluation of bids shall accord priority to financial viability over prior experience in PPP projects.
5. **Applicability of GCC:** 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.

6. Execution of the Concession Agreement

- a) The Concession Agreement may 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 Concessionaire. In case of inconsistency between this RFP and the Concession Agreement, the provisions of the Concession Agreement shall prevail over the RFP.
- b) In case, the Successful Bidder is a Consortium of entities of Partnership Firm / Company, the agreement is to be executed by all the members of the Consortium who shall be jointly and severally responsible & liable for the Project.
- c) Execution of the Concession Agreement shall not, under any circumstances, grant any ownership or possessory rights over the Project Site. NAFED shall retain complete ownership and possession thereof.
- d) The Concessionaire shall, at its own cost, obtain all statutory approvals, clearances, and permits necessary for project development as stipulated in the Concession Agreement.
- e) **Stamp Duty and Registration Costs:** The Concessionaire shall solely bear and pay all costs, charges, and expenses related to the execution, stamping, and registration of this Agreement, including, without limitation, all applicable stamp duty, registration fees, and any other statutory levies. In the event that NAFED incurs any such costs or expenses on behalf of the Concessionaire, the Concessionaire shall reimburse NAFED forthwith on demand, together with interest at the rate of 18% per annum from the date of payment by NAFED until reimbursement in full.

7. Development of the Project

- a) The Concessionaire shall complete development within the stipulated Development Period in compliance with all applicable laws and good industry practices.
- b) 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.
- c) The Development Period for completion of the Project shall be twelve (12) 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 fifteen (15) 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.

- d) If the development is not completed within the Development Period as per preceding clause, the Concessionaire shall be liable to pay a Monthly Rental equivalent to the Monthly Concession Fee until the Commercial Operation Date (COD) is achieved. However, upon payment of the Monthly Rental, the development and any other pending development must be completed within three (03) months thereafter. Failure to do so shall be considered a default by the Concessionaire, leading to termination the relevant clause of the Concession Agreement.
- e) No Concession Fee shall be payable to NAFED during the Development Period, **subject to the condition** that the Concessionaire/successful bidder is actively undertaking development works at the premises and such development activity is duly verified and certified by NAFED. For the avoidance of doubt, it is hereby clarified that if the Concessionaire elects not to undertake development works, or commences commercial operations or utilization of the premises without such certification, the Concession Fee holiday shall not apply. In such case, the Concessionaire shall be liable to pay the Concession Fee from the date of taking possession of the premises. Further, the Concessionaire shall, at the time of execution of the Agreement, provide a written declaration confirming whether it intends to undertake development activities during the Development Period or commence utilization/operations immediately upon possession.
- f) It shall be incumbent upon the Successful Bidder to furnish, at the time of execution of the Concession Agreement, a written declaration on its official letter head explicitly confirming whether or not it intends to undertake the development of the Project. Such declaration shall be final, binding, and conclusive, and no subsequent modification, alteration, or withdrawal thereof shall be permitted under any circumstances.
- g) The Monthly Concession Fee (calculated as Annual Concession Fee/12) must be paid in advance to NAFED on or before the 7th of each English calendar month.
- h) The Annual Concession Fee shall be renewed after every three (3) years, with an increase of 15%.
- i) In the event of any delay in payment of dues payable to NAFED under this Agreement, such delayed amount shall attract interest at the rate of **18% (eighteen percent) per annum**, calculated on a **daily compounding basis**, from the due date until the actual date of payment. If such delay continues beyond a period of **three (3) months** from the due date, the same shall constitute an **Event of Default** on the part of the Concessionaire. Upon occurrence of such default, NAFED shall, without prejudice to any other rights and remedies available under this Agreement, law or equity, be entitled to: terminate this Agreement in accordance with the provisions hereof; and forthwith take over and repossess the Site, including all assets, structures, facilities, and improvements thereon, without any liability to the Concessionaire.
- j) 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.
- k) **Approvals and Permits:** It shall be the sole responsibility of the Concessionaire to procure all the applicable approvals and permits regarding the development of the Project as specified in the Concession Agreement at its own cost.

8. Security Deposit

- a) The Concessionaire shall submit an interest free security deposit in the form of an irrevocable and unconditional Bank Guarantee equivalent to **50% of Annual Concession Fee (i.e., Annual Concession Fee/2)** within 22 days from the date of acceptance of LOI. No interest will be paid on the Security.
- b) The Security in the form of a Bank Guarantee (BG) shall be valid for an initial period of three (03) years with an additional claim period of three (03) months. The BG shall be renewed every three (03) years until the end of the Concession Period, and each renewal shall reflect an increase of fifteen percent (15%) over the previously submitted BG, or shall be adjusted to ensure that the BG amount remains equivalent to fifty percent (50%) of the revised Annual Concession Fee, whichever is higher. The

Concessionaire shall submit the renewed and updated BG at least sixty (60) days prior to the expiry of the existing BG.

- c) The Security without any interest will be returned after peaceful handing over the possession of NAFED's site and settlement of all statutory dues of government agencies.
9. **Contacts during Bid Evaluation:** Bids shall be deemed to be under consideration immediately after they are opened and until such time the NAFED makes official intimation of award /rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, NAFED and/ or their employees / representatives on matters related to the Bids under consideration.

10. Site/Asset Condition, Handover, and Environmental Compliance

a) Site/Asset Condition Report

- (i) The Concessionaire acknowledges that the Site/Asset is handed over on an “as-is, where-is” basis.
- (ii) To avoid disputes, a detailed **Site/Asset Condition Report** shall be prepared jointly by NAFED and the Concessionaire at the time of handover. The Report shall include photographs, structural details, utility status, and any pre-existing damages or defects. Both parties shall sign the Report. This Report shall form the basis for determining responsibility for any pre-existing conditions.

b) Handover upon Termination or Expiry

- (i) Upon expiry or termination of the Agreement, the Concessionaire shall hand back the Site/Asset to NAFED in accordance with the Site/Asset Condition Report, subject to normal wear and tear.
- (ii) All structures, fixtures, and improvements made by the Concessionaire shall become NAFED's property, unless otherwise agreed in writing.
- (iii) The Concessionaire shall remove its movable assets, machinery, and inventory, if any, within **15 days** of termination or expiry.
- (iv) NAFED reserves the right to claim salvage or compensation for any materials left behind if the Concessionaire fails to remove them within the stipulated period.

c) Environmental Compliance

- (i) The Concessionaire shall comply with all applicable environmental, health, and safety laws, rules, regulations, and guidelines during construction, operation, and decommissioning.
- (ii) All construction, operational, and decommissioning waste shall be disposed of in accordance with applicable environmental norms and shall not cause harm to the environment or neighboring properties.
- (iii) The Concessionaire shall implement appropriate safety measures to prevent accidents and ensure worker and public safety in accordance with statutory requirements.
- (iv) NAFED reserves the right to inspect, audit, and verify environmental compliance at any time during the Concession Period.

PART-III

11. **Confidentiality:** Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NAFED in relation to or matters arising out of or concerning the Bidding Process. NAFED will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NAFED may not divulge any such information unless as required under the Bidding process or if it is directed to do so by any statutory authority that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory authority and/ or the Authority or as may be required by law or in connection with any legal process.

12. 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 Concession Agreement.
- b) Approvals & Statutory Permissions: Concessionaire 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: Concessionaire responsible for all taxes, duties, levies, cess, GST and statutory charges during construction and operation, unless explicitly stated otherwise.

13. Insurance

- a) **Insurance:** Construction and operational insurance policies to be maintained by Concessionaire: 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) Concessionaire to indemnify NAFED against claims arising from concessionaire's negligence, breach or statutory non-compliance (subject to limitations and exceptions in Concession Agreement).

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

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

16. Damages and Indemnification

- a) The Selected Bidder is responsible for all damages, levies, duties, etc. imposed by the Govt. (State or Central) / local authority, relating to the use & occupation of the Project Site, arising on account of non-vacation after expiry of the period of lease and / or termination of the agreement for violating any terms & conditions of the agreement.
- b) The Selected Bidder shall indemnify NAFED and keep indemnified against any loss or damages, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure, to observe any obligations under the contract, failure to comply with the statutory/ mandatory provisions pertaining to contract by the Applicant in respect of the services provided etc., whatsoever.

17. 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 or/and such other entity (les) has/have/had ever been blacklisted by NAFED in the past for any reason, NAFED shall have sole discretion to decide on the selection of such Applicant(s)/Bidder(s) even if such Applicant(s)/Bidder(s) fulfilling eligibility criteria and NAFED's decision either to select or reject such Applicants/Bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

18. 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.

19. **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-A in this Bid Document*) and has no objections whatsoever in signing the contract.

20. Applicable Laws Jurisdiction and Dispute Resolution

- a) 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.
- b) 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.

- c) 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.
- d) Upon award of the work, a Concession 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 Concession Agreement, the terms and conditions stipulated in the Concession Agreement shall prevail and intending bidder equivocally accept and confirm that they shall not have any objection to this effect post award of the work.

21. **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.

22. **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.

23. **General Rights of NAFED and Bidder Acknowledgment**

- a) **Rights of NAFED in the Bidding Process:** NAFED, at its sole discretion and without incurring any liability, reserves the right to:
 - (i) Amend, modify, suspend, cancel, scrap, or terminate the Bidding Process, in whole or in part, at any stage, including changes to timelines, terms, or conditions;
 - (ii) Seek clarifications or additional information from any Bidder;
 - (iii) Retain, verify, or independently assess any information, documents, or evidence submitted by or on behalf of any Bidder; and
 - (iv) Accept, reject, or disqualify any Bid or Bidder, in whole or in part, without assigning any reason.
- b) **Bidder's Acknowledgment and Waiver:** By submitting a Bid, the Bidder irrevocably, unconditionally, fully, and finally:
 - (i) Agrees to the exercise of the rights of NAFED under this RFP;
 - (ii) Releases NAFED, its employees, agents, and advisers from any and all claims, losses, damages, costs, expenses, or liabilities arising from or in connection with the Bidding Process, including any decision to amend, suspend, cancel, or terminate the process; and
 - (iii) Waives, to the fullest extent permitted under applicable laws, any actual or contingent claims, whether present or future, relating to the Bidding Process.
- c) **Rejection of Bids and Non-Commencement:** Notwithstanding anything contained in this RFP, NAFED reserves the right, at any stage, to:
 - (i) Reject any Bid, annul the Bidding Process, or reject all Bids, without liability or obligation; and
 - (ii) Decide not to proceed with the Bidding Process, at its sole discretion, without prior notice or explanation.
- d) **Project Site Restrictions:** The Bidder acknowledges and agrees to comply with all restrictions, limitations, and conditions applicable to the Project Site, as notified by NAFED during the Bidding Process or otherwise.

RFP PART - IV: APPENDICES

24. APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)

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

25. CHECKLIST OF SUBMISSIONS

Enclosures to the Bid	
BID FORMS FOR TECHNICAL BID	
Annexure-A: Pre-Contract Integrity Pact Annexure-B: Proforma for Information of Work Experience Certificate to be Furnished by the Bidder. Bid Form1: Covering Letter Bid Form2: General Information about the Bidder Bid Form3 A: Information for Technical Eligibility Criteria Bid Form3 B: Information for Technical Eligibility Criteria Bid Form 4: Information for Financial Eligibility Criteria Bid Form5: Joint Bidding Agreement by Consortium Members Bid Form 6: Special Power of Attorney for signing of Bid Bid Form7: Special Power of Attorney in favor of the Lead Member of Consortium Bid Form 8: Statement of Legal Capacity Bid Form9: Self Declaration	
BID FORM FOR FINANCIAL BID	
Bid Form 10: Financial Bid BID FORM 10-A: Format for Financial Bid	
SCHEDULES	
a) Project Site Layout – Pimpalgaon b) Details of Project Site c) Photos of Pimpalgaon Site	
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"> • Bye laws (of cooperative Society). • Registration Certificate duly authorized by Registrar of Co-operative Society. • Registered Co-op. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender. 	

Notes:

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

26. 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 (hereinafter referred to as “Bidder”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

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

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

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

Section 1-Commitments of NAFED

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

- a. No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. NAFED will, during the tender process treat all Bidder(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all Bidders

the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. NAFED will exclude from the process all known prejudiced persons.

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

Section 2-Commitments of the Bidder

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

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

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

Section 3- Disqualification from tender process and exclusion from future tenders /contracts

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

If the Bidder commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder into question, NAFED shall also be entitled to exclude the

Bidder from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4- Compensation for Damages and For feature of EMD If NAFED disqualifies the Bidder from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit, by forfeiting the same as stipulated in the tender.

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

Section 5 – Previous transgression

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

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

Section 6–Equal treatment of all Bidders

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

Section 7–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.

Section 8 – Independent External Monitor / Monitors

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

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

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

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

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take

correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

The word Monitor would include both singular and plural.

Section 9– Pact Duration

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

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

Section 10 – Other provisions

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

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

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

(For & On behalf of NAFED)

(Office Seal)

Date: _____

Place: _____

(For & On behalf of the Bidder)

(Office Seal)

Witness1: _____

(Name & Address)

Witness 2: _____ (Name
& Address) _____

27. Performa for Information of Work Experience Certificate
(To be furnished by the Bidder from each Concerned Party)

- 1) **This is to certify that** M/s _____ (Name of Bidder) **has executed the work titled** _____ (Project Title) **for** _____ (Name of Client/Organization).
- 2) Their performance in the execution of the said work has been found to be **satisfactory**.
- 3) The detailed particulars of the work executed 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: _____

Place: _____

(Signature of the Authorized Signatory of the Concerned Party)

Name: _____

Designation: _____

Seal of the Concerned Party

Notes:

1. Experience certificates pertaining to contracts not completed satisfactorily shall not be considered for qualification.
2. In cases where a project was executed for multiple parties, the certificate shall be jointly or separately signed by each respective party involved.
3. If the bidder already possesses a valid certificate issued by the concerned party containing all the details as above, submission of that certificate shall be acceptable in lieu of this format.
- In case the bidder has developed, operated, and maintained a warehouse for its own use while also providing warehousing services to multiple parties, a certificate issued by a Chartered Accountant (CA) duly certifying the *Nature of Work/Contract Executed, Date of Commencement, Date of Completion, and Total Project Value* shall be acceptable.

Annexure – C

(ON YOUR COMPANY’S LETTER HEAD)

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

To,
M/s NAFED
India.

Dear Sir/Madam,

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

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

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

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

For _____ (Name of Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____

29. BID FORMS FOR TECHNICAL BID

BID FORM-1: Covering Letter

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

Date: _____

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

Sub:- Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Nasik, Maharashtra.

Dear Sir,

1. With reference to your RFP No: _____ dated _____, I/We, *(Name of Bidder/ Name of the Consortium/ Names of member of the Consortium)* hereby submit our Bid for the aforesaid Project and confirm that I/We have carefully examined the entire RFP, including all Bidding Documents, addenda, and amendments, and have fully understood their contents.
2. I/We hereby unconditionally agree to abide by all provisions, terms and conditions contained in the Bid documents and submit our Bid for development of the proposed project at the site specified above.
3. My/Our Bid is unconditional and unqualified.
4. I/We further undertake to abide by all the terms and conditions of the Bid Documents.
5. I/We acknowledge that NAFED will rely on the information and documents furnished by us in the Bid for the selection of the Concessionaire. We certify that all information provided by us is true and correct, that nothing has been concealed or misrepresented, and that all documents enclosed are true copies of their originals.
6. This statement is made for the express purpose of our selection as the Concessionaire for the aforesaid Project.
7. I/We shall provide to NAFED any additional information it may require to supplement or authenticate our Bid.
8. I/We acknowledge the right of NAFED to reject our Bid without assigning any reason, and hereby waive, to the fullest extent permitted by applicable law, our right to challenge such decision in any manner whatsoever.
9. I/We certify that during the last three (3) years, I/We / any Member of our Consortium have neither failed to perform on any contract, nor been subjected to imposition of any penalty, damages, or costs by any arbitral or judicial authority, nor been expelled or terminated from any project or contract for breach thereof.
10. I/We further declare that:
 - a) I/We have examined the Bid Documents and have no reservations to them, including any addenda issued by NAFED;
 - c) I/We do not have any conflict of interest as per the provisions of the Bid Documents;
 - d) I/We have not directly or indirectly, or through any agent, engaged in any corrupt, fraudulent, coercive, undesirable, or restrictive practice in relation to any tender or agreement with NAFED or any other public sector entity or government body;
 - e) I/We have taken steps to ensure that no person acting on our behalf has engaged or will engage in any such practices;
 - e) I/We have not acted in collusion with any other Bidder and have not undertaken any act that could be deemed anti-competitive, restrictive, or monopolistic;

- f) I/We have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid; and
g) I/We are not barred by any authority, central or state government, or their agencies from participating in similar projects.
11. I/We understand that NAFED may cancel the bidding process at any time and is under no obligation to accept any Bid or invite further bids, without incurring any liability to the Bidders.
 12. I/We believe that I/We / our Consortium satisfy the Financial Eligibility criteria specified in the Bid Documents.
 13. I/We declare that I/We / any Member of our Consortium is not a Member of any other Bidder/Consortium submitting a Bid for this Project.
 14. I/We certify that, other than matters relating to national security or integrity, neither I/We / our Consortium nor has any Member thereof been convicted, indicted, or subjected to adverse orders by any regulatory authority for any offence casting doubt on our ability to undertake this Project.
 15. I/We further certify that, in relation to matters of national security and integrity, neither I/We / our Consortium nor any Member thereof has been charge-sheeted or convicted by any agency of the Government, nor is any such investigation pending.
 16. I/We further confirm that no investigation by any regulatory or security agency relating to national security or integrity is pending against us, our associates, or any of our key personnel (CEO, CFO, Directors, or Managers).
 17. I/We undertake to immediately inform NAFED in case of any change in facts or circumstances leading to disqualification under the Bid guidelines during the Bidding Process.
 18. I/We irrevocably waive any right or remedy to challenge or question any decision of NAFED in connection with the selection process, the Bidding Process, or the implementation of the Project.
 19. In the event of our selection as the Successful Bidder, I/We agree to sign the Letter of Intent (LoI) and the Concession Agreement [RFP Part II & III] without seeking any modification and to pay the Security Deposit as per the terms of the Bid Documents.
 20. I/We have studied all Bid Documents and surveyed the Site. We understand that, except as expressly stated in the Concession Agreement, we shall have no claim against NAFED regarding the Site or any information provided.
 21. Earnest Money Deposit (EMD) of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) has been submitted via NEFT/RTGS to NAFED in accordance with the Bid Documents.
 22. I/We understand that the EMD shall be forfeited if I/We fail to fulfill any of the conditions prescribed in the Bid Documents.
 23. Our **Financial Bid** is enclosed separately in password protected file, quoting the **Highest Annual Concession Fee (ACF)** after due consideration of all factors, costs, and site conditions.
 24. I/We agree that our Bid is subject to the provisions of the Bid Documents, and we shall have no claim if the Concession is not awarded to us or our Bid is rejected.
 25. We declare that the information furnished in this Bid and the enclosures is true and complete. Any misstatement or omission shall entitle NAFED to reject our Bid and forfeit the EMD.
 26. I/We have examined all relevant documents related to the Site made available by NAFED, including land plans and related records. We understand that NAFED shall not be responsible for any shortcoming or delay arising therefrom and no compensation shall be claimed on this account.
 27. I/We agree to be jointly and severally liable for all obligations under this Bid and the subsequent Concession Agreement.

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

Yours faithfully,

(Signature of the Authorized Signatory)

Name: _____

Designation: _____
Seal: _____

Enclosures:

1. Checklist of Documents
2. Proof of Submission of Bid Processing Fee
3. Proof of Submission of 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.*
- *Strikeout whichever is not applicable if the Bidder is not an individual.*

BID FORM 2: General Information about the Bidder

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

Yours faithfully,

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

In case of a Consortium:

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

S.no.	Name of Member	Role* {Refer Clause 3.1}	Percentage of Equity in the Consortium {Refer Clause 3.1}
1.		Lead Member	
2.		Member	

Note: Roles should be defined as per RFP document as above

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

BIDFORM 3A: Information for Technical Eligibility Criteria

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

For Development Projects

Bidder Type	Proposed Equity Share holding in Consortium (%)	Number of Project	Project Description as per Clause 3.2.2	Project Cost for the Project developed in past 5 Financial years (Rs. In Crore)
Single Entity Bidder		Project 1		
		Project 2		
		Project 3		
Lead Member		Project 1		
		Project 2		
		Project 3		

Breakup of Capital Expenditure (Acquisition Cost)

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

Date:

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

Certificate of Statutory Auditor

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

Signature of the Statutory Auditor:

(With seal and registration no.)

Signature _____
Name & Designation _____
Entity _____

UDIN Number _____

Date _____

Notes:

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

BIDFORM-3B: Information for Technical Eligibility Criteria

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

For Operational and Maintenance Projects

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

Date:

(Signature of the Authorized Signatory of Bidder)

(Name and designation)

(Seal of the Bidder)

Certificate of Statutory Auditor

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

Signature of the Statutory Auditor:

(With seal and registration no)

Signature _____

Name & Designation _____

Entity _____

UDIN Number _____

Date _____

Notes:

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

BID FORM-4: Information for Financial Eligibility Criteria

(To be certified by Statutory Auditor)

1. Net Worth related data:

Calculation of Net Worth		Amount (Rs. In Cr) for 31 st March 2025
	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	
TOTAL NET-WORTH		

2. Turnover related data:

Particulars		Amount (Rs. In Cr)				
		31 st March 202 1	31 st March 2022	31 st March 202 3	31 st March 202 4	31 st March 2025
	Turnover from Business Activities					
A d d	Turnover from Other Activities					
TOTAL TURNOVER						
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 theBidder)

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:
 - a. reflect the financial situation of the Bidder or Consortium Members;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. 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 Bid Form-4 consists of more than one-page, Statutory Auditor & Authorized Signatory shall sign with seal on all pages.

BID FORM 5: Joint Bidding Agreement for Consortium
(On a Non-Judicial Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT (“Agreement”) is executed on this ____ day of ____, **20. BY and BTEWEEN**

1. _____, a [Private Limited Company / Partnership Firm / LLP / Society], incorporated/registered under the laws of _____ and having its registered office at _____ (hereinafter referred to as the “**First Part**” or “**Lead Member**”, which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

2. _____, a [Private Limited Company / Partnership Firm / LLP / Society], incorporated/registered under the laws of _____ 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 entities are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

A. The *National Agricultural Cooperative Marketing Federation of India Ltd.* (“**NAFED**” or the “**Authority**”), having its principal office at **NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014**, has invited bids (“**Bids**”) pursuant to **Request for Proposal (RFP) No. _____ dated _____** the “**SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA.**” (the “**Project**”).

B. The Parties wish to jointly participate in the Bidding Process for the Project as a **Consortium**, in accordance with the terms of the RFP and other Bid Documents.

C. The RFP mandates that members of a Consortium submit a **Joint Bidding Agreement** along with the Bid.
NOW, THEREFORE, the Parties hereby agree as under:

1) Definitions and Interpretations: Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them under the RFP and Concession Agreement.

2) Consortium Formation: The Parties hereby irrevocably constitute a **Consortium** for the purposes of participating in the Bidding Process for the Project. The Parties undertake that they shall participate in the Bidding Process **exclusively through this Consortium** and shall not participate individually or through any other consortium, directly or indirectly.

3) Covenants: The Parties agree that, if the Consortium is declared as the **Selected Bidder**:

- a) The All members of the Consortium shall execute the **Concession Agreement** with the Nafed as the **Concessionaire**, and shall be responsible for all obligations under the Concession Agreement; and
- b) All members shall fulfill their respective obligations as part of the Consortium in accordance with the Bid Documents and the Concession Agreement.

4) Roles and Responsibilities of the Parties

a) **First Part (Lead Member):** Shall act as the Lead Member of the Consortium and shall hold a valid **Power of Attorney** from other Consortium Members authorizing it to conduct all business and represent the Consortium during the Bidding Process and until COD.

b) **Second Part:** Shall act as the _____ Member of the Consortium.

c) Specific Roles and Responsibilities:

- **First Part (Lead Member):**

- (i) _____
- (ii) _____

• **Second Part:**

- (i) _____
- (ii) _____

d) **Shareholding:** The Lead Member shall hold ____% shareholding and the other Consortium Member shall hold ____% shareholding in the SPV for the Project.

5) Joint and Several Liability:

- a) The Parties undertake that they shall be **jointly and severally liable** for all obligations relating to the Project in accordance with the Bid Documents, Letter of Intent (LoI), and Concession Agreement.
- b) All decisions relating to the Project shall be taken jointly by the Parties. The **Lead Member** is hereby authorized to act on behalf of the Consortium for all purposes related to the Bidding Process and Project implementation.
- c) The Parties shall comply with all applicable building regulations, Development Control Regulations (DCR), and laws applicable to the Offered Area.
- d) The Parties shall not use the Site or any structure thereon for any purpose other than the approved purpose under the Project. The Parties shall comply with all applicable rules, permits, and regulations issued by competent authorities and/or CWC.

6) Representations and Warranties: Each Party represents and warrants to the other that:

- a) It is duly incorporated and validly existing under the applicable laws, and has the requisite authority to enter into this Agreement.
- b) Execution, delivery, and performance of this Agreement has been duly authorized by necessary corporate/governmental action. Copies of authorizing documents (charter documents, board resolutions, powers of attorney) are annexed.
- c) Execution of this Agreement does not: (i) violate any applicable law; (ii) contravene its constitutional or organizational documents; (iii) breach any permit, approval, license, judgment, agreement, or instrument binding upon it; (iv) involve any pending or threatened litigation that may materially affect the Party's ability to perform its obligations.

7) **Termination:** This Agreement shall remain valid until the expiry of the Concession Period if the Project is awarded to the Consortium. If the Consortium is not pre-qualified or not selected, or upon return of the EMD by NAFED, this Agreement shall automatically stand terminated.

8) Miscellaneous

- a) If the Project is awarded, the Consortium shall perform all responsibilities of the Concessionaire and comply with the Concession Agreement.
- b) This Agreement shall be governed by and construed in accordance with the laws of India.
- c) This Agreement shall not be amended except with the prior written consent of the Authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

For and on behalf of First Part / Lead Member

(Signature)

Name:

Designation:

Address:

For and on behalf of Second Part

(Signature)

Name:

Designation:

Address:

BID FORM-6: Special Power of Attorney for Signing of Bid

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

Know all men by these presents, We, _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms _____ (Name), son/daughter/wife of _____ (Name) and presently residing at _____ (Address), who is presently employed with us and holding the position of _____ (Position), as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **“SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA**. Project proposed by the National Agricultural Cooperative Marketing Federation of India (NAFED), including but not limited to signing and submission of all Bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to NAFED, representing us in all matters before NAFED, signing and execution of all contracts including the LoI, Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NAFED in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with NAFED.

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

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

FOR.....

Signature: _____

(Promoter(s))

Name of the Person: _____

Address of Entity: _____

Seal of Entity: _____

I Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

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

Signature: _____

(Promoter(s))

Name of the Person: _____

Address of Entity: _____

Seal of Entity: _____

Notarized
Name, Sign and Seal of the Notary

Witness:

1. _____
2. _____

Notes:

- 1) 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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2) 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.
- 3) The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.

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

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

- A. WHEREAS The National Agricultural Cooperative Marketing Federation of India (the “Corporation” or “NAFED”) has invited Request for Proposal (RFP) for SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF WAREHOUSING FACILITIES THROUGH DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER (DBFOT) MODEL AT PIMPALGAON, NASIK, MAHARASHTRA.
- B. (the “Project”).
- C. 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.
- D. 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

1. 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:
 2. To act as the Lead Member of the Consortium for the purposes of the Project;
 - a) 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.
 - b) 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;
 - c) To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
 - d) To sign and execute contracts relating to the Project, including variation and modification thereto;
 - e) To represent the Consortium at meetings, discussions, negotiations and presentations with NAFED, Government Authorities, Competent Authorities and other Project related entities;
 - f) To receive notices, instructions and information for and on behalf of the Consortium;
 - g) 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.
 - h) 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).
 3. 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:

- 1) 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.
- 2) 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.
- 3) The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.

BID FORM-8: Statement of Legal Capacity

(To be printed on the authorized letterhead of the Bidder in case of a sole Bidder, or of the Lead Member in case of a Consortium, including full postal address, telephone number, fax number, and e-mail address)

Date: _____

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

Sub: Selection of Bidder for Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Maharashtra.

Sir,

4. We hereby confirm that we/**our members in the Consortium (the constitution of which has been detailed in the Bid)** are duly permitted to submit the Bid and to execute the Project(s), if selected, in accordance with the object clause of our charter/registration/incorporation documents. We further confirm that we satisfy the eligibility requirements and all other terms and conditions specified in the Bid Documents, and that we are not debarred or otherwise prohibited from participating in or bidding for the Project(s) under any Applicable Law.
5. We have agreed that _____ (insert Member's name) shall act as the **Lead Member** of our Consortium.
6. We have further agreed that _____ (insert individual's name) shall act as **our duly authorized representative / the duly authorized representative of the Consortium**, and is fully empowered and authorized to submit the Bid Documents on our behalf. The authorized signatory is vested with all necessary powers to execute, submit, and authenticate this statement and all related documents.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder / Lead Member)

Name:

Designation:

Seal of the Bidder / Lead Member

Note: Strike out whichever is not applicable.

BID FORM 9: Self-Declaration

(On the Letterhead of the Applicant / Bidder)

Date:

//__

To,
The Managing Director,
National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
New Delhi.

Subject: Self-Declaration Regarding Litigation and Blacklisting Status

I/We, the undersigned, hereby submit this declaration on behalf of _____
(Name of Applicant/Bidder Entity) in connection with the bidding process and solemnly affirm as under:

1. **No Litigation / Blacklisting with NAFED:** I/We hereby declare that the intending Bidder/Applicant **is/are/was/were not and has never been** involved in any litigation with NAFED at any point of time relating to any business or trade activity of NAFED, and that the entity **has never been blacklisted** by NAFED on account of such litigation or otherwise.
2. **Status of Directors / Partners / Promoters:** I/We further declare that none of the present or past Directors, Partners, Promoters, or individuals associated with the Bidder/Applicant **is/are/was/were involved or part of any other entity** that has been or is engaged in litigation with NAFED, nor has any such entity been **blacklisted by NAFED** in the past for any reason.
3. **Mandatory Disclosure (If Applicable):** In case the Bidder/Applicant **is/are/was/were presently or previously involved in any litigation with NAFED**, or has been blacklisted, I/We undertake to provide complete details of such litigation or blacklisting on the official letterhead of the bidding entity. In such case, the declarations under Clauses (1) and (2) above shall not be applicable.
4. **Acceptance of NAFED's Discretion:** I/We understand and agree that if the Applicant/Bidder or any of its promoters, partners, or directors are found to be involved in litigation with NAFED (past or present), or found to be blacklisted by NAFED, or if any promoter was associated with any other entity that has been involved in litigation or blacklisting by NAFED, then **NAFED shall have the sole and absolute discretion** to accept or reject the application irrespective of fulfillment of eligibility criteria. The decision of NAFED in this regard shall be **final, binding, and not open to dispute, claim, or correspondence.**

DECLARATION

I/We hereby declare that the statements made hereinabove are true, correct, and complete to the best of my/our knowledge and belief. I/We understand that any misrepresentation or suppression of facts may result in disqualification, rejection of bid, termination of contract, or legal action as deemed appropriate by NAFED.

Authorized Signatory: _____

Name: _____

Designation: _____

Organization: _____

Registered Address: _____

Email: _____
Mobile: _____

Seal of the Firm:

30. BID FORM FOR FINANCIAL BID

BID FORM 10: Financial Bid

RFP No. _____ Dated _____

To,

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

Sub: Selection of Bidder to Development of Warehousing Facility through Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Model at Pimpalgaon, Nasik, Maharashtra

Dear Sir,

1. I/We hereby agree to abide by this Financial Bid, comprising our financial offer submitted herewith, for a period of ninety (90) days from the Bid Opening Date. The Bid shall remain binding upon me/us and may be accepted by NAFED at any time prior to the expiration of the said validity period.
2. I/We hereby offer an Annual Concession Fee of Rs. _____ (Rupees _____ Only) and Rs. _____ (Rupees _____ Only) (exclusive of GST) and for the grant of rights to use the land parcels admeasuring approximately 13 Acres at Pimpalgaon, respectively, in accordance with and subject to the terms and conditions of the RFP. I/We further confirm that we have read, understood, and agree to the payment terms specified in the RFP.
3. I/We acknowledge and agree that the Annual Concession Fee shall be subject to an escalation of fifteen percent (15%) every three (3) years during the Concession Period, as prescribed under the RFP.
4. I/We understand and agree that the selection of the Highest-1 (H-1) Bidder shall be based solely on the consolidated Annual Concession Fee quoted (exclusive of GST), subject to compliance with the technical and eligibility requirements of the RFP. I/We further understand and agree that any Financial Bid quoted below the prescribed Reserve Price shall be summarily rejected without any further notice or consideration.
5. I/We hereby certify that I/We have inspected and are fully familiar with the condition, site features, and locality of the aforementioned properties. I/We agree to pay the quoted Annual Concession Fee and undertake to bear all costs of development, construction, operation, maintenance, statutory liabilities, and any other associated costs as applicable, in addition to applicable GST and statutory taxes, as per the terms and conditions outlined in the RFP.

Yours faithfully,

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

Date: _____
Place: _____

BID FORM 10-A
Format For Financial Bid

(On the letterhead of the Applicant)

S.N.	Project Details	Area	Reserve Price exclusive of applicable GST (Amount in Rupees)	Monthly License Fees exclusive of applicable GST (Amount in Rupees	Annual Concession Fees exclusive of applicable GST (Amount in Rupees)
1.	Pimpalgaon Site, Nasik, Maharashtra	13 acres	2,25,00,000/- (Two Crore, Twenty five Lakh Only)		

Note:

- Annual Concession Fee:** I/We hereby offer a sum of Rs. _____ (Rupees _____ only) per annum, exclusive of GST and any other applicable taxes, as the Annual Concession Fee.
- Monthly Concession Fee:** I/We further offer a sum of Rs. _____ (Rupees _____ only) per month, exclusive of GST and any other applicable taxes.
- Taxes and Statutory Levies:** I/We acknowledge that all statutory taxes, duties, levies, including GST, as applicable from time to time, shall be payable extra by us over and above the above-quoted amounts.

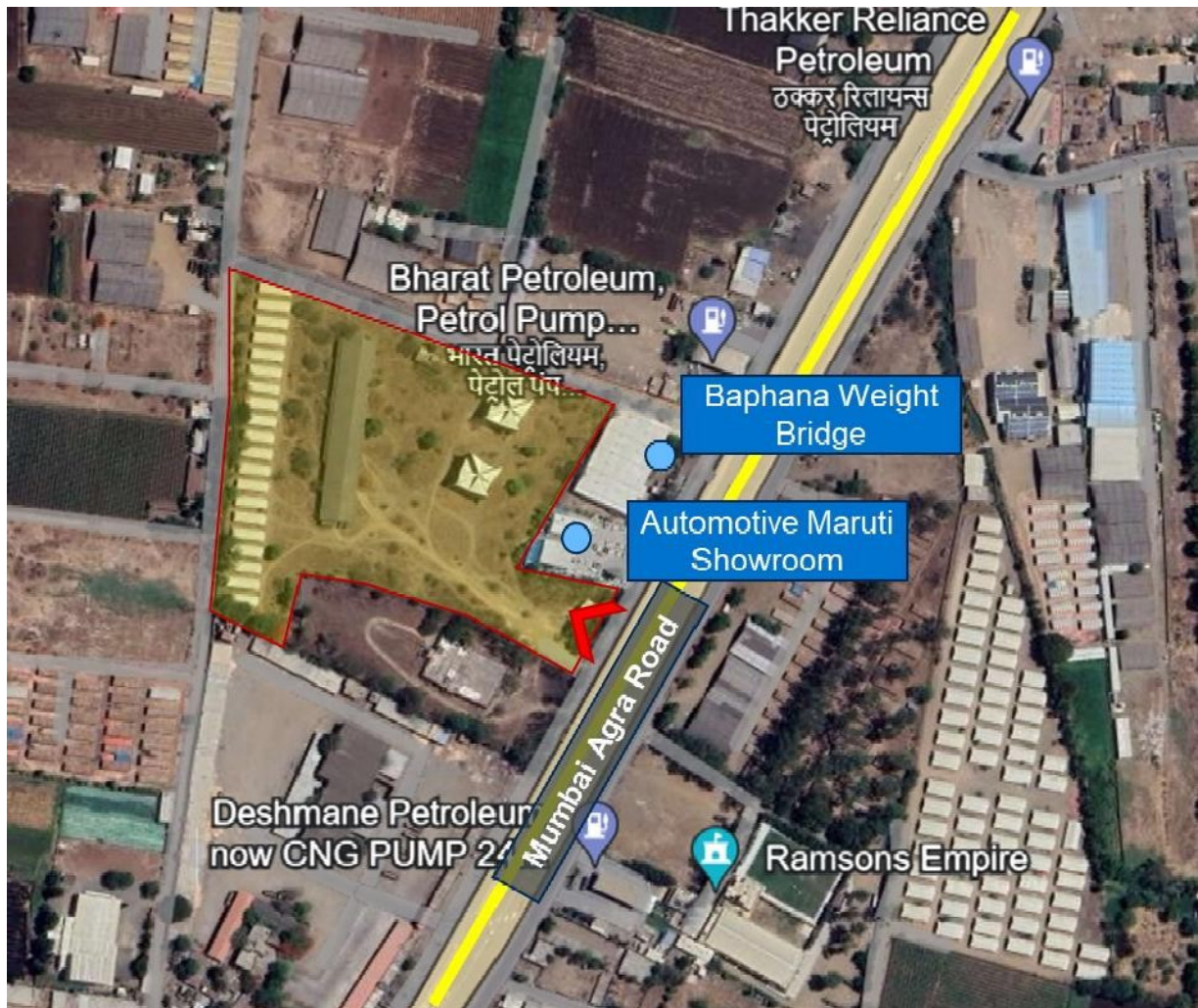
(Signature of Authorized Signatory of Bidder)
(Name and designation)
(Seal of the Bidder)
Yours faithfully,

Signature

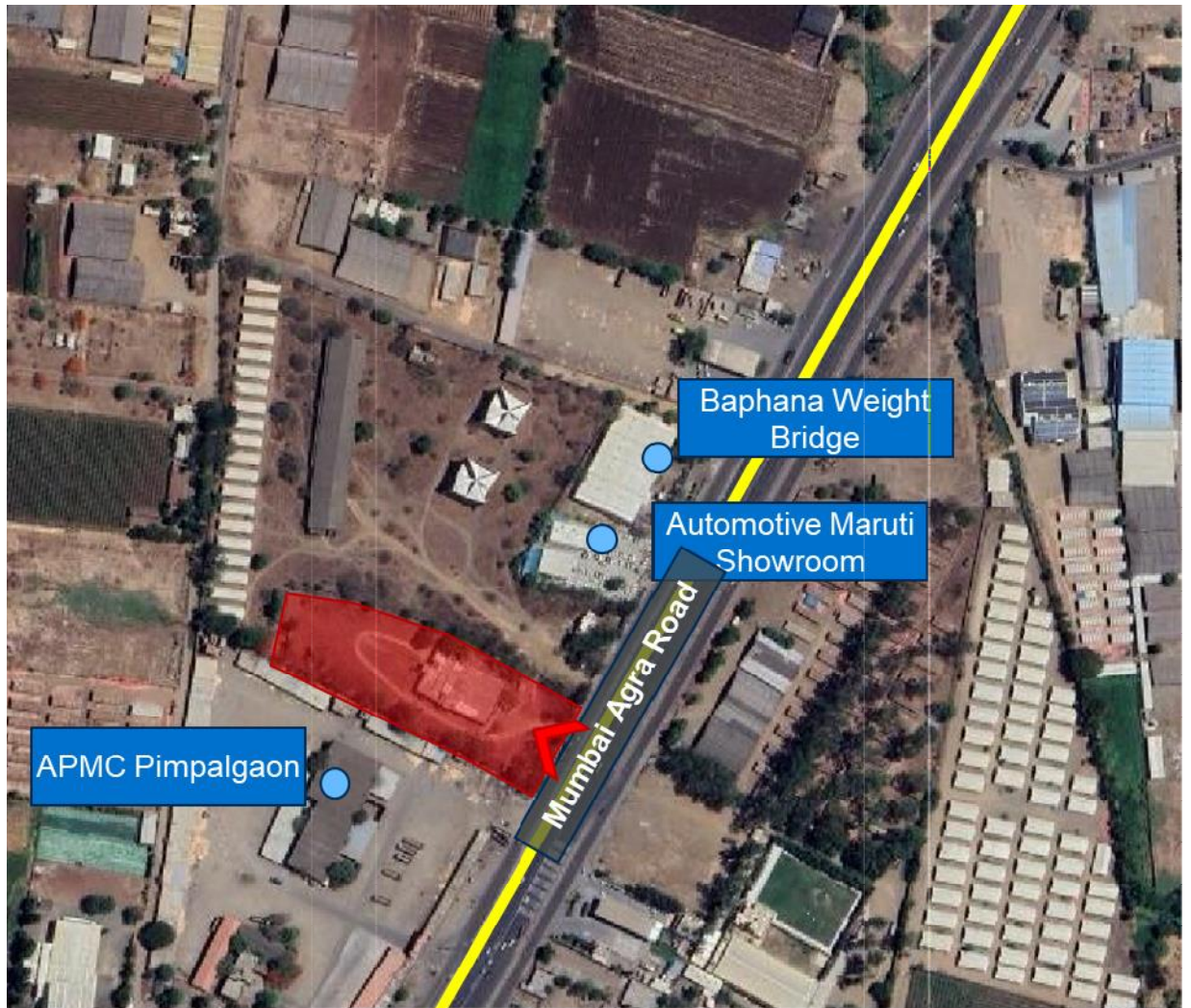
Date: _____
Place: _____

SCHEDULES

S-1: Project Site Layout – Pimpalgaon Site



S-1 Project Site Layout-Pimpalgaon Site



S-2: Details of the Project Site

Project Location Details

The subject properties are located at Survey No. 517/A, Pimpalgaon Baswant, District Nashik, Maharashtra.

- **Pimpalgaon Site:** The site measures approximately **10 acres (4,35,600 sq. ft.)** and is situated at coordinates **Latitude: 20°09'10.29" N | Longitude: 73°58'54.63" E.**
- **Pimpalgaon Site :** The site measures approximately **3 acres (1,30,680 sq. ft.)** and is situated at coordinates **Latitude: 20°08'19" N | Longitude: 74°13'29" E.**

Both sites are proposed for the development of a modern **Warehousing Facility**. The location offers excellent regional connectivity and accessibility through major road networks, with additional connectivity available via rail and air, contributing to efficient logistics and distribution operations.

Table 2: Total Area for Project Sites

Particulars	Acres
Pimpalgaon Site	13 Acres

S-3: Photos of Pimpalgaon Site



PackhouseStructure



DamagedPackhouseStructure



StorageChawlStructure



OutofuseStorageChawl



StorageChawl(20Structures)



ModernOnionStructure

“Draft Concession Agreement (“DCA”)forDesign, Build, Finance, Operate, MaintainandTransfer(“DBFOT”) of Warehousing Facility at Pimpalgaon, Nasik, Maharashtra”



ExistingNAFEDPre-cooling&ColdStorageUnit



Entrance



Inside view of existing NAFED pre-cooling



Inside view of cooling Unit & cold storage unit structure

