



**NAFED**  
*60 Years in Service*

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

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

FOR

**"SELECTION OF BIDDER FOR DESIGN, BUILD, FINANCE,  
OPERATE, MAINTAIN AND TRANSFER ("DBFOT") OF  
INTEGRATED FOODPROCESSING UNITAT RIICO INDUSTRIAL  
AREA, BHIWADI"**

RFP No.:- HO/IU/BHIWADI-RFP/01/2024-25

dated:- 08-04-2025

## **NOTICE OF DISCLAIMER**

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

7. NAFED reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.
8. All Applicants are responsible for all costs incurred by them, NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unselected Applicants will have no claim whatsoever against either NAFED or its employees or officers.
9. NAFED reserves the right to rescind, modify, suspend, change or supplement this RFP at any stage. Any change to this Bid Documents shall be uploaded on NAFED website <http://NAFED-india.com>.
10. Mere submission of RFP does not ensure selection of the Applicant as Successful Applicant.

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## **DEFINITIONS**

The following terms are defined for use in this RFP:

“Affiliate”	: shall mean a company that either directly or indirectly;  (i) controls or  (ii) is controlled by or  (iii) is under common control with a Bidding Company (in the case of a single company) or a member (in the case of a Consortium) and “control” means ownership by one entity of at least twenty-six per cent (26%) of the voting rights of the entity.
“Appointed Date”	: means the next day after Compliance Date is achieved and shall be deemed to be the date of commencement of the Concession Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be;
“Authorised Signatory”	: refers to the person signing the Bid Documents should be the duly authorized representative of the Bidder. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be signed by the Authorised Representative only.
“Bid”	: shall mean Techno-Commercial Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof;
“Bid Validity Period”	: As provided in the Clause 2.8.1 of this RFP document.
“Bid Deadline”	: shall mean the last date and time for submission of Physical Bid in response to this RFP, specified in Bid Overview;
“Bidder(s)/Applicant(s)”	: shall mean either Company or a Society or are gistered Partnership firm or a Limited Liability Partnership or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium submitting a Bid in response to this RFP;
“Bidding Consortium/ Consortium”	: shall refer to a group of entities (including their permitted successors and legal assigns) that has collectively submitted Bid in response to RFP;
“Bidding Documents/Bid Documents”	: refers to this document including all the requirements, terms, and conditions for submitting a Bid;
“Bidding Entity”	: shall refer to such single entity (including its permitted successors and legal assigns) that has submitted Bid in response to RFP;
“Bidding Process”	: refers to structured procedure through which NAFED invites, receives, and evaluates Bids for the award of the contract. The process includes the issuance of the Bidding Document, submission of Bids by interested parties, assessment of Bids based on predetermined criteria, and selection of the Selected Bidder;
“Commercial Operation Date (COD)”	: refers to the date confirmed by a NAFED official, following a site visit, after receiving the intimation from the Concessionaire regarding the commissioning and readiness of the Project in terms of its commercial operations;

“Compliance and Regulatory Requirements”	: refers to the legal and regulatory guidelines that must be adhered to during the design, construction, and operation of the Integrated Food Processing Unit. This includes compliance with food safety standards, labor laws, environmental regulations, health codes, and safety measures.
“Compliance Date”	: refers to date when all the condition precedent are complied with or three (3) months from date of execution of Concession Agreement, whichever is earlier;
“Condition Precedent”	: refers to Article 4 of Concession Agreement;
“Conflict of Interest”	: Refer Clause 3.1.1 (c) of this RFP document;
“Consents, Clearances, Permits”	: shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and performance of the Project including without any limitation on the construction/development, ownership, operation and maintenance of the Project Site;
“Construction Period”	: refers to period of nine (09) months from Compliance Date, with the possibility of an extension of up to three (3) additional months, subject to approval of NAFED. This extension may be granted based on the progress of the work and any unforeseen delays, as determined by NAFED. If the construction is not completed within the initial one-year period, the Concessionaire may request an extension, but the total duration, including the extension, shall not exceed 12 months.
“Finished Products”	: refers to the final food items produced by the Integrated Food Processing Unit after raw materials have been processed. These products may include packaged foods, canned foods, frozen items, or beverages, ready for distribution to consumers or retailers.
“Food Processing”	: refers to transformation of raw ingredients, including natural resources such as Agri (Oil Seeds/Food Grains/Pulses) or Milk etc., into food products through physical, chemical, or biological means.
“Food Safety Standards”	: refers to the regulatory and quality standards that must be met to ensure the safety of the food products produced by the Integrated Food Processing Unit. These may include local and international food safety regulations, such as FSSAI (Food Safety and Standards Authority of India), HACCP (Hazard Analysis Critical Control Point), ISO 22000, and other standards for hygiene, quality control, and traceability.
“Integrated Food Processing Unit”	: refers to a facility or plant designed by the Bidder to process either single or multiple Agri/Dairy/Frozen based raw food materials into Finished Food products along with their storage and packaging.
“Lead Member of the Bidding Consortium” or “Lead Member”	: shall refer to the member within the Consortium who possesses the required technical experience as specified in this RFP and shall sign the Concession Agreement on behalf of Consortium;
“Letter of Award” or “LoA”	: shall mean the letter to be issued by the NAFED to the Bidder, who has been identified as the Selected Bidder, for award of the concession to such Bidder.
“Member in a Bidding Consortium/Member”	: shall mean each entity in the Bidding Consortium;
“Net Worth”	: shall mean (Total paid-up share capital + reserves out of profit + securities premium account) – (accumulated losses + expenditure + miscellaneous

expenditures which are written off).

“Prohibited/Restricted Items”	: refers to specific food ingredients, products, or substances that are either <b>banned</b> or <b>regulated</b> by relevant food safety authorities and cannot be used, processed, or distributed within the scope of the Project. E.g.: Alcoholic beverages, Narcotics Unit, etc.
“Project”	: refers to the Integrated Food Processing Unit to be developed within Construction Period at the Project Site by the Selected Bidder.
“Project Site”	: refers to the land and structures available on “AS IS WHERE IS” basis at Plot No SPL 80, RIICO Industrial Area, Bhiwadi, Rajasthan
“Quality Control (QC)”	: Refers to the system implemented to monitor and control the quality of food products during the processing stages. QC involves inspections, testing, and adherence to standards to ensure the safety, consistency, and quality of the finished products.
“Raw Materials”	: refers to the primary inputs that are processed to create finished food products in the Integrated Food Processing Unit.
“RFP”	: shall mean Request for Proposal document along with all schedules, formats, annexure and RFP project documents attached;
“Statutory Auditor”	: shall mean the Auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law;
“Stipulated Date”	: shall mean the clearly defined and agreed-upon date by which specific actions or milestones must be completed, as set out in the RFP project documents.



## INSTRUCTIONS FOR BID SUBMISSION

1. The complete Bid Document can be viewed from website [www.nafed-india.com](http://www.nafed-india.com). The RFP can be viewed and downloaded only from the website [www.nafed-india.com](http://www.nafed-india.com). The intending Bidders should submit their proposal with requisite documents in physical mode at the time of submission of their proposal.
2. **Submission of Bids:** All Bidders have to submit Bids through offline mode only as per the following details and no Bids in digital format will be entertained.

- a. This document has been floated on the portal:

<https://www.nafed-india.com/tenders>.

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

Offline Submission: Address— **Shri. S.N. Jha,**  
Manager, IU Division  
NAFED House, Siddhartha Enclave Ring Road,  
Ashram Chowk, New Delhi – 110014  
Email ID:- [snjha@nafed-india.com](mailto:snjha@nafed-india.com)

**NOTE:** Documents to be dropped at IU Division in sealed Box

3. The Bidder is required to submit a signed copy of the Request for Proposal (RFP) as part of their Bid submission. Failure to include the signed RFP may result in the Bid being deemed incomplete or disqualified. It is essential that the Bidder carefully reviews, signs, and attaches the Bid Document to ensure full compliance with the submission requirements. This step demonstrates the Bidder's acknowledgment and acceptance of the terms and conditions outlined in the RFP.
4. All communications, including requests for clarification and submission of application documents, should be addressed to

**IU Cell Division**

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

Contact No. 9997644445

5. To participate in the Bidding process, it is mandatory for the Bidder to submit all desired documents within stipulated time period.
6. Complete Bid Documents, duly accompanied with NECESSARY DOCUMENTS shall be submitted as per the date & time mentioned in this document. This shall be opened ON STIPULATED DATE as mentioned in the RFP in presence of Bidders or their Authorised representative who may wish to be present.
7. Corrigendum/Addendum to this document, if any, will be published on website [www.nafed-india.com](http://www.nafed-india.com).
8. NAFED reserves the right to reject any or all the Bids without assigning any reason thereof.
9. NAFED reserves the right to scrap the complete RFP process any time without assigning any reason thereof.
10. Letter regarding clarification/missing documents shall be issued to concerned Bidders. In response, the Bidder needs to submit the clarification/missing documents (if any) through the

email ID/address of Authorised Signatory. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.

11. Bids received by NAFED after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
12. The Bids shall be filled only in English language. The Authorized Signatory of the Bidder must, through their initials, attest all erasures and alterations made while filling the Bids. Over-writing of figures in Bids is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
13. NAFED is not responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Bids including costs and expenses related to visits to the site.
14. Only those Bids which have been submitted in compliance of this RFP are eligible for consideration.

**15. Disqualification Conditions:**

- a. Bidders who have been blacklisted or otherwise debarred by NAFED, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of Bid being eligible from participation of Bidding process.
- b. Bidders whose contract have been terminated by NAFED during the last five years from the last date of submission of Bid due to Bidders' default shall be considered disqualified. In addition, the Bidder shall also not be eligible to participate in any future Bidding process in case of any pending/ongoing legal dispute with NAFED whether before any Court of law and/or arbitration with regard to any contract up to last date of submission of Bid and/or in case any recoveries/dues are outstanding on part of the Bidder payable to NAFED.
- c. If the CEO or any of the Directors/ key managerial personnels 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 shall be ineligible. However, if on acquittal by the appellate court the Bidder shall be eligible.
- d. In the event of any document found fabricated/ forged/ tampered/altered/ manipulated during verification, then the Bidder would be disqualified for future participation of Bids of NAFED for the next 05 (Five) years and the Earnest Money Deposit (EMD) of the Bidder shall be liable to be forfeited.
- e. In the event of a conflict of interest (the “Conflict of Interest”) among the Bidders, then the Bidder shall be disqualified and the Earnest Money Deposit(EMD) of the Bidder shall be liable to be forfeited.

## BID OVERVIEW

RFPNo.	HO/IU/BHIWADI-RFP/01/2024-25 dated :- 08-04-2025
Name of work	<b>Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan</b>
Issuance of Bid Document	08-04-2025
Last date for receiving queries/clarifications.	21-04-2025 till 17:00 hrs
Pre-Bid Meeting	23-04-2025 till 15:00 hrs Applicants who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email to <a href="mailto:iucell@nafed-india.com">iucell@nafed-india.com</a>
Bid submission end date & time	28-04-2025 till 15:00 hrs
Date and time of Techno-Commercial Bids opening	29-04-2025 15:00 hrs.
Date and time of Financial Bids opening	To be communicated later
Bid document fee	<b>Rs.5,900/- (Rupees Five Thousand Nine Hundred Only)</b>
Earnest Money Deposit (EMD)	<b>Rs.10,00,000/- (Rupees Ten Lakhs Only)</b>
Technical Eligibility	As per the details given in the chapter "Eligibility Criteria"
Financial Eligibility	As per the details given in the chapter "Eligibility Criteria"
Opening & Evaluation of the Techno-Commercial Bids (Cover 1)	Bidders are informed that only those who meet the criteria specified in this RFP will be considered qualified. Financial Bids will be opened solely for Bidders who have been declared as "Technically Qualified".
Method of Selection of Bidder (Bid Parameter)	<b>Highest Annual Concession Fee (Lump sum)</b> payable to NAFED

## 1. INTRODUCTION

### 1.1. Background of Project

- 1.1.1. The National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) is an apex organization of marketing cooperatives for agricultural produce in India. Established on October 2, 1958, NAFED is registered under the Multi State Co-operative Societies Act.
- 1.1.2. NAFED offers and intends to get Project developed on Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) basis at the Project Site. Thus, NAFED seeks participation from Company/ Society/ a Partnership firm/ Limited Liability Partnership to develop the Integrated Food Processing unit at its Project Site.
- 1.1.3. In view of the above, NAFED is issuing this RFP for **“Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan”**. The details and other required information on the Project Site are elaborated in further sections of this RFP.

### 1.2. Project Details

Name of Project	Total Area	Tentative Total (Estimated Project Cost)	Concession Period
Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi	2.4 acres	~25 Crores	30 years

### 1.3. Project Site Details

Site Location	Bhiwadi, Rajasthan
Situated at	Plot No B-481, RIICO Industrial Area, Bhiwadi, Rajasthan
Land Type	Industrial
Co-ordinates	28°12'50.8"N 76°50'20.5"E
Total plot area	1,04,410 Sq. ft.(~2.4 acres)
Boundaries	East :Plot B 482 West :Road North :Plot B 495 South :Road
Purpose of Land allotment	Manufacturing and processing of All type of Agricultural Implements
Ownership Status	Leasehold Land (Expiry Date: 18.09.2081)
Lessor	RIICO Ltd.
Permissible FAR	As per the applicable building regulations
Permissible Building Height	As per the applicable building regulation

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

#### **1.4. Scope of Work**

##### **1.4.1. The Selected Bidder shall:**

- a) Take over the Project Site on **“AS IS WHERE IS”** basis and plan, design, finance (100%), develop the Project within the Construction Period.
- b) Responsible for the complete design and engineering of the Integrated Food Processing Unit, ensuring compliance with all technical, regulatory, and food safety standards.
- c) Responsible for procuring all licenses to run the Integrated Food Processing Unit.
- d) Undertake the complete development of the Food Processing unit, including procurement of materials, equipment, and installation.
- e) Install relevant assets, equipment, facility and arrange clearances/approvals related to the Project conforming to relevant Laws and Regulations such as Building By-laws, FSSAI etc.
- f) The bidder shall comply with all the statutory requirements such as ESI, PF, TDS, etc.
- g) Operate the Project for a pre-determined Concession Period as per the terms and conditions specified in this RFP and the Concession Agreement.
- h) Transfer the assets of the Integrated Food Processing Unit back to the NAFED at the end of the concession period. It is made clear that construction of the Integrated Food Processing Unit shall not grant or vest any right in the Bidder, on account of the construction carried out by it, after the end of the Concession Period, whether under the Easements Act or any other law for the time being in force.

#### **1.5. Location/Site Visit, Due Diligence and Verification of Information**

- 1.5.1. Bidders are once again encouraged to submit their respective bids after visiting the Project Site, and ascertain themselves for the location, surroundings, climate, availability of power, water and other utilities for development, access to site, weather data, applicable laws and regulations or any other matter considered relevant by them. In the event that the Bidder does not visit the site, the Bidder cannot and shall not be allowed to dispute any issue relating to the location, surrounding climate, availability of power etc, as set out above.
- 1.5.2. The Bidders may visit to review the property documents available at the NAFED Head Office upon payment of the Bid Document Fee. Such a visit and document review shall be permitted only once and must be scheduled in advance with prior approval from NAFED. Photocopies or taking pictures of property documents or any other document in connection to it shall not be allowed.
- 1.5.3. 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 itself 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 related to Project Site hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NAFED, or a ground for termination of the Concession Agreement by the Concessionaire.
- 1.5.4. 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.
- 1.5.5. Interested Applicants/Bidders may contact for site visit to the following: -

**Shri. Mahender Singh Rawat, State Head (Jaipur)**

**Ph. No.: - 08000878055**

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. Bid Documents**

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

- (i) Request for Proposal
- (ii) Annexures & Integrity Pact
- (iii) [RFP Part-I] – (Techno-Commercial Bid & Financial Bid)
- (iv) Draft Letter of Award [RFP Part II]
- (v) Draft Concession Agreement [RFP Part-III]

### **2.2. Integrity Pact**

2.2.1. All interested Bidders will be required to sign and submit an Integrity Pact along with their Bid. It will be assumed that the Bidder(s) has gone through the Integrity Pact (*as per the format is given in this Bid Document*) and has no objections whatsoever in signing the contract.

2.2.2. All interested Bidders agree that the Integrity Pact is fundamental to the present Bid and the same is being executed voluntarily

### **2.3. Bid Document Fee**

2.3.1. The Bidder is required to pay 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.

<b>BANK ACCOUNT DETAILS FOR PAYMENT OF BID DOCUMENT FEE:</b>	
Beneficiary Name	NAFED
<b>Current Account No.</b>	<b>10060002037</b>
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

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

### **2.4. Earnest Money Deposit (EMD)**

2.4.1. The Bidder is required to pay an interest free Earnest Money Deposit (EMD) of Rs.10,00,000/- (*Rupees Ten Lakhs Only*) via NEFT/RTGS to NAFED using the following bank details. Proof of payment must be submitted along with the Bid.

<b>BANK ACCOUNT DETAILS FOR PAYING EMD:</b>	
Beneficiary Name	NAFED
<b>Current Account No.</b>	<b>10060654277</b>
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

- 2.4.2. The EMD of all unselected bidders, other than the H2, shall be returned promptly without interest, but not later than sixty (60) days after the expiry of the Bid validity Period or within fifteen (15) days of issue of LoA, whichever is earlier.
- 2.4.3. The EMD of H2 will be returned without interest within 15 (fifteen) days of signing the Agreement with the Selected Bidder. The EMD of the Selected Bidder will be returned only upon completion of the project's construction, achievement of the Commercial Operation Date (COD), and submission of the Security in the form of Bank Guarantee as per Concession Agreement.
- 2.4.4. The EMD submitted by a Bidder shall become liable for forfeiture in the event of the following:
- If the Bidder withdraws his Bid during the period of Bid Validity.
  - If the Selected Bidder, upon being issued the LoA, fails to accept the LoA and on or after acceptance of the LoA, fails to execute the Concession Agreement with NAFED within the period of 15 (fifteen) days from the date of issuance of LoA.

## **2.5. Pre-Bid Meeting**

- 2.5.1. Bidders who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email to [snjha@nafed-india.com](mailto:snjha@nafed-india.com) and [iucell@nafed-india.com](mailto:iucell@nafed-india.com) latest by date and time outlined in Bid Overview.
- 2.5.2. The link for the online Pre-Bid Meeting for those Bidders not opting for offline Pre-Bid Meeting will be shared via email.
- 2.5.3. NAFED will hold an online Pre-Bid meeting, with the prospective bidders at the given time and date (*as outlined in Bid Overview*) to discuss the requirement and purpose of the RFP. The address for the offline Pre-Bid meeting is as follows:

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

## **2.6. Clarifications**

- 2.6.1. Any queries regarding the RFP can be addressed to **Shri. S.N. Jha, Mgr.** (IU) Division), NAFED via e-mail to [snjha@nafed-india.com](mailto:snjha@nafed-india.com) and [iucell@nafed-india.com](mailto:iucell@nafed-india.com), with the subject line and the format given below:

**“Queries concerning RFP for Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan”**

<b>S. No.</b>	<b>Clause/Page No.</b>	<b>Content of the RFP requiring clarifications</b>	<b>Change/Clarification requested</b>
1.			
2.			
3.			

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

- 2.6.2. The NAFED shall endeavour to respond to the questions raised or clarifications sought by the bidders. However, the NAFED reserves the right not to respond to any question or provide



any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the NAFED to respond to any question or to provide any clarification.

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

## **2.7. Rejection of Bids**

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

## **2.8. Validity of Bids**

- 2.8.1. The Bid shall remain valid for a period of ninety (90) days from the Bid Due Date extendable by another sixty (60) days at the sole discretion of the NAFED.
- 2.8.2. In exceptional circumstances and 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.

## **2.9. Late Bids**

- 2.9.1. No bid can be submitted after the submission deadline is reached. Bidders are advised in their own interest to ensure that the bid is submitted well before the closing date.

## **2.10. Modification of Bids**

- 2.10.1. No bid may be modified by the Bidder after the deadline of submission of bids.

## **2.11. Unsolicited Post Tender Modifications**

- 2.11.1. Unsolicited post tender modification in the bid will lead to a rejection of the bids.
- 2.11.2. In case certain clarifications are sought by NAFED after opening of the bid, the reply of the Bidder should be restricted to the clarification sought only. Any bidder who modifies his bid (including all modification which have the effect of altering his offer) after the closing date, without any specific reference by NAFED, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

### **3. ELIGIBILITY CRITERIA**

#### **3.1. Bidder Eligibility**

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

- a) The Bidder may be a single entity or a group of entities (the "Consortium") not more than 2 (two) members coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium can be member of another Bidder. The term 'Bidder' used herein would apply to both a single entity and a Consortium.
- b) A Bidder may be a Company registered under Indian Companies Act, 1956/2013 or a Society registered under the Cooperative Societies Act, or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts. Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1.1(d)(vi) below.
- c) The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) The Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than five percent (5%) of the paid up and subscribed share capital of such Bidder, Member or constituent, as the case may be) in the other Bidder, its Member or constituent is less than five percent (5%) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 72 of the Companies Act, 2013. For the purposes of Clause 3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause(a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause(b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; a constituent of such Bidder is also a constituent of another Bidder; or
  - (ii) Such Bidder, or any constituent thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any constituent thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any constituent thereof; or

- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (iv) Such Bidder, or any constituent thereof, has a relationship with another Bidder, or any constituent thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (v) Such Bidder or any constituent thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
  - (vi) Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any constituent thereof in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or constituent in the past but its assignment expired or was terminated six (06) months prior to the date of issue of this RFP. Nor will this disqualification apply where such an adviser is engaged after a period of twelve (12) months from the date of completion of Bid submission.
- d) In case a Bidder is a Consortium, then the term Bidder as used in this clause, shall include each Member of such Consortium. The following are the additional requirements:
- (i) The number of members in a Consortium shall not exceed two (02);
  - (ii) The Bid submitted by the Consortium should contain the information required for each Member of the Consortium;
  - (iii) The Bid should 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 Form5 (the “Joint Bidding Agreement”). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (vi) clearly outline the proposed roles and responsibilities, if any, of each Member;
  - (vii) commit the minimum equity stake to be held by each Member;
  - (viii) Lead Member should own at least fifty-one (51%) equity in the consortium.
- (e) The Lead Member shall be authorized by other member of the Consortium to incur liabilities and receive instructions for and on behalf of any and other member of the Consortium;
- (f) 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;
- (g) Any change in the Member(s) of Consortium after submission of the Bid shall result in disqualification of the Bidder; and;

- (h) The Bid shall be legally binding on all the members of the Consortium
- (i) 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 NAFED.

### **3.2. Technical Eligibility Criteria**

- 3.2.1. For demonstrating Technical Eligibility Criteria and experience (the “Technical Eligibility Criteria”), the Bidder should have experience of having successfully running Food Processing Unit from last 3 years ending last day of month before the one in which applications are invited should be either of the following:

<b>S.No.</b>	<b>Pre-Qualification Criteria</b>	<b>Documentary evidence to be attached</b>
<b>A</b>	<b>For Running Food Processing Unit</b>	
<b>1</b>	<b>Incase of Food Processing Unit owned by the Bidder,</b> Running of one (01) unit wherein the Gross Capital Expenditure by the Bidder must be not less than INR 20 Crore.	a. Annual Audited Financial Report for the last three (3) years i.e. FY 2021-22, 2022-23 & 2023-24 b. Certificate from the Statutory Auditor of Bidder as per format mentioned in Bid Form 3 along with the Annual Audited Accounts of the relevant year in which the Food Processing Unit was capitalized in the books of account. c. Valid address proof - Electricity bill, water bill or any other document issued by government stating ownership of the food processing plant.
	<b>OR</b>	
	<b>In case of Food Processing Unit taken on lease,</b> Running of one (01) Unit from last 3 years wherein the Gross Capital Expenditure by the Lessor must be not less than INR 20 Crore.	a. Lease / License Agreement of Food Processing Unit validating the usage of Unit for the last three (3) years. b. Certificate from the Statutory Auditor of Bidder as per format mentioned in Bid Form 3. c. Valid address proof - Electricity bill, water bill or any other document issued by government stating ownership of the food processing plant.
<b>2</b>	<b>Factory License</b>	A copy of factory license for running Integrated Food Processing Unit either in the name of Bidder itself or in the name of Licensee with whom the Bidder has executed Lease / License Agreement of Food Processing Unit while taken on Lease
<b>3</b>	<b>FSSAI License</b>	Copy of Valid FSSAI License
<b>4</b>	<b>List of Plant &amp; Machinery</b>	List of Plant & Machinery of Food Processing Unit being used in Owned / Leased Unit presently

S.No.	Pre-Qualification Criteria	Documentary evidence to be attached
<i>"Integrated Food Processing Unit" refers to a facility or plant designed to process either single or multiple Agri/ Dairy/ Frozen based raw food materials into Finished Food products along with their storage and packaging.</i>		
<i>Note: In the case of a Consortium, the Lead member of the Consortium must meet the requirements of Criterion A for the Consortium to qualify.</i>		
<i>Note: The Bidders are required to submit the project details as per Bid Form-3.</i>		
<b>B</b>	<b>Undertaking of non-blacklisting</b>	
1	The Bidder should not have been blacklisted by any Central/ State Government.	Self-Certification duly signed by authorized representative
2	The Bidder should not have been blacklisted by NAFED.	
<b>C</b>	<b>Details regarding the Project</b>	
1	Project Plan	Project Plan must be submitted as per format mentioned in Annexure 4
<i>Note: The Project Plan should align with NAFED's food and agricultural business and must not include any business related to Prohibited or Restricted Items.</i>		

3.2.2. NAFED may require bidders to deliver a presentation based on the Project Plan they have submitted.

3.2.3. NAFED reserves the right to reject any bid after evaluating the submitted Project Plan without assigning any reason thereof.

### **3.3. Financial Eligibility Criteria**

3.3.1. Financial Eligibility Criteria required to be met by the Bidder are given in the table below:

S. No.	Financial Criteria	Documentary Evidence to be attached
1	Net Worth of at least INR 6.25 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 (03) years, ending 31 <sup>st</sup> March of the previous financial year, should be at least INR 48 Crores.	The Bidder shall be required to submit the Bid Form 4 duly certified by the Statutory Auditor and Auditor's Report and Audited Financial Statements for FY 2021- 22, 2022-23, 2023-24 of the Bidder.
<i>Note: In the event when the Bidder is a Consortium, the financial criteria shall be met by every member of the Bidding Consortium in proportion of their shareholding in the consortium.</i>		

## 4. OPENING AND EVALUATION OF BIDS

### 4.1. Bid Submission and Opening

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

- A. Techno-Commercial Bid (**Cover-1**) – Refer "Checklist of Submission" which is given in RFP Part I: Appendices.

**Note:** No information related to the Financial Bid (Cover- 2) should be added in Techno-Commercial Bid (Cover 1), if founds shall lead to disqualification of the Bidder.

- B. Financial Bid - (**Cover-2**) of the Bid shall contain only the Financial Bid in Bid Form - 10. This must be submitted in a **sealed envelope in physical form only**; do not submit it online.

4.1.2. Cover-1 and Cover-2 must be submitted in physical format within the sealed envelopes.

4.1.3. Bids/Eligibility Proposals (Cover-1) will be opened on the date and time outlined in the Bid Overview. The Financial Bids (Cover-2) of only those Bidders who are found to be eligible as per their qualification shall be opened at a subsequent date after evaluation of technical eligibility criteria. The date of opening of Financial Bids will be decided by the NAFED and communicated to all the eligible Bidders either through e-mail or on the website.

4.1.4. Hard copies must be submitted either as originals or notarized copies. A total of three covers is required: Cover-1 will contain the Techno-Commercial Bid, while Cover-2 will contain the Financial Bid. Both Cover-1 and Cover-2 should be placed inside Cover-3, which should be clearly labelled "**Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan**". This should be submitted to our office addressed to **Shri S.N. Jha, Mgr. IU, NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014**.

4.1.5. The Bidder should submit a **Power of Attorney**, authorizing the signatory of the Bid to commit the Bid. The Power of Attorney should be supported by a Board Resolution confirming the Authorized Signatory. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed in this Bid Document.

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

### 4.2. Number of Bids and Consequences thereof

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

### 4.3. Opening and Evaluation of Techno-Commercial Bid

4.3.1. The NAFED shall open the Techno-Commercial Bid received offline at the date and time outlined in the Bid Overview. The NAFED will subsequently examine and evaluate the Bids in accordance with the provisions set out in chapter 3.

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

#### **4.4. Evaluation parameters**

- 4.4.1. **Bid System:** - Bidding process for the selection of the Bidder for the Project will be carried out through Single Stage (Two Bid) system consisting of "Techno-Commercial Bid" in the Cover 1 and "Financial Bid" in the Cover 2.
- 4.4.2. The Bidder's competence and capability are proposed to be established by the following parameters:
- a) Technical Eligibility Criteria; and
  - b) Financial Eligibility Criteria
- 4.4.3. The Bidders who qualify the Technical Eligibility Criteria shall be invited for Financial Bid opening at the date and time to be intimated later to Technically Qualified Bidders.
- 4.4.4. NAFED shall have sole discretion in deciding the selection of the Selected Bidder and reserves the right to proceed with H2 in case H1 refuses to comply or withdraws. In such case H2 will be invited to match the price quoted by H1.
- 4.4.5. In the event H2 does not match the price quoted by H1, NAFED, at its sole discretion, reserves the right to determine the next course of action as it deems appropriate.
- 4.4.6. Bids qualified by vague and indefinite expressions such as "subject to availability" etc. will not be considered.

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

- 4.5.1. The Bidder quoting the Highest Annual Concession Fee provided the Bid is responsive in terms of the INSTRUCTIONS TO BIDDERS (ITB) and the Bid Forms [RFP Part - I], shall be declared as the Selected Bidder and the NAFED shall issue a Letter of Award (LoA) [as per the RFP Part -II] after opening of the Financial Bid.
- 4.5.2. The Selected Bidder shall enter into the Concession Agreement after issuance of LoA and shall perform all its obligations under LoA and the Concession Agreement.
- 4.5.3. In the event that two (2) or more Bidders quote the same Annual Concession Fee (the "Tie Bidders"), the NAFED shall proceed with the Bidder having the highest turnover. The Bidder amongst the Tie Bidders, who possess the highest turnover, will be declared as the Selected Bidder and the NAFED shall issue a LoA to aforesaid Selected Bidder after opening of the Financial Bid.
- 4.5.4. LoA shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Selected Bidder is not received within the stipulated date, NAFED may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD).
- 4.5.5. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Project Site in favour of the Selected Bidder in any manner whatsoever, and NAFED will continue to have complete ownership of the Site. However, the NAFED will hand over the Site to the Concessionaire on the Compliance date as defined in the Concessionaire Agreement.

#### **4.6. Execution of Concession Agreement**

4.6.1. The Concession Agreement [as per the RFP Part-III] will be signed by the NAFED with the Selected Bidder, within fifteen (15) days from the date of receiving the signed LoA from the Selected Bidder. The Selected Bidder will be referred to as the “Concessionaire” in the Concession Agreement.

4.6.2. Please take note that the issuance of the Concession Agreement does not grant or vest any ownership rights and/ or possession rights over the Project Site in favor of the Concessionaire in any manner whatsoever, and NAFED will continue to have complete ownership and possession of the Project Site.

#### **4.7. Approvals and Permits**

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

4.7.2. The Concessionaire shall also have a GST number and undertakes to file its GST returns within the time frame provided in the relevant statute/policy.

#### **4.8. Construction of the Project**

4.8.1. The Concessionaire shall undertake construction of the Project within Construction Period based on Project Plan as per Annexure 4. The Concessionaire shall ensure that the construction is carried out in compliance with all Applicable Laws and Good Industry Practices.

4.8.2. From the signing of the Concession Agreement until the end of the Construction Period, the Concessionaire will not be liable to make any payments to NAFED.

4.8.3. If the construction is not completed within the Construction Period, the Concessionaire shall be liable to pay a Monthly Rental equivalent to the Monthly Concession Fee plus GST until the Commercial Operation Date (COD) is achieved.

4.8.4. The Monthly Concession Fee (calculated as per Annual Concession Fee/12) plus GST must be paid in advance to NAFED on or before the 7th of each English calendar month in the account indicated by NAFED.

4.8.5. In case of default in payment of any Monthly Concession Fee, the Successful Bidder shall be liable to pay interest at the rate of 18% per annum for the delayed period (calculated on a daily basis). However, in case the delay is beyond three (3) months, the same shall be considered to be a material default of the terms and conditions of the agreement in which case the agreement shall stand terminated, and the Successful Bidder shall have to vacate and return the possession peacefully of the Project Site with the infrastructures to NAFED within a period of 30 days from the date of termination.

4.8.6. In the event that the Project Site is not vacated within a period of 30 days from the date of termination, NAFED shall be entitled to take possession of the Project Site by any means necessary, including but not limited to, the use of reasonable force, and the Bidder shall not obstruct or hinder such possession.

#### **4.9. Security**

4.9.1. After achieving COD, the Concessionaire shall furnish a Security **equivalent to 50% of Offered Annual Concession Fee (i.e., Annual Concession Fee/2) in the form of an unconditional Bank Guarantee (BG)**. No interest will be paid in Security. The Annual



Concession Fee will increase by 15% after every three (03) years.

- 4.9.2. The validity of the BG shall be three (03) years. Additionally, the Concessionaire must submit a new BG reflecting a 15% increase in the Annual Concession Fee after every three (03) years, no later than sixty (60) days prior to the expiry of the existing BG.
- 4.9.3. The Security will be returned after peaceful handing over the possession of NAFED's site and settlement of all statutory dues of government agencies.
- 4.9.4. BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.
- 4.9.5. For example,
- a) *Initial Bank Guarantee:* Suppose the initial Annual Concession Fee is ₹10,00,000. The Bank Guarantee amount is 50% of this, which is ₹5,00,000. This BG is valid for three years.
  - b) *First Renewal After Three Years:* After three years, the Annual Concession Fee increases by 15% to ₹11,50,000. The new Bank Guarantee amount will be 50% of this revised fee, i.e., ₹5,75,000. The Concessionaire must submit this updated BG 60 days before the current BG expires.
  - c) *Second Renewal After Six Years:* After another three years (six years total), the Annual Concession Fee increases by another 15%, making it ₹13,22,500. The Bank Guarantee amount will now be 50% of this, i.e., ₹6,61,250. The Concessionaire must again submit this updated BG sixty (60) days before the expiry of the existing one.
  - d) *Process Continues Until End of Concession Period:* This process of adjusting the Bank Guarantee to reflect 50% of the revised Annual Concession Fee will be repeated every three years until the concession period ends.

#### **4.10. Contacts during Bid Evaluation**

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

#### **4.11. Confidentiality**

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

#### **4.12. Correspondence with the Bidder**

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

#### **4.13. Notices**

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

#### **4.14. Damages and Indemnification**

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

#### **4.15. Declarations and Undertakings**

- 4.15.1. It shall be incumbent upon all Applicants/intending Bidders to submit the following declarations on the letter head of their entity(ies) while submitting their applications:
- a. The intending Bidder(s)/Applicant(s) is/are/was/were neither in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were it/they ever blacklisted by NAFED on account of such litigation(s) or otherwise.
  - b. Any of the present and past Directors / Partners / Promoters etc. of intending Bidder(s)/Applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with NAFED in present or past or/and such other entity (les) has/have/had ever been blacklisted by NAFED in the past for any reason.
- 4.15.2. If intending Bidder(s)/Applicant(s) is/are/was/were in litigation (s) with NAFED in present/past, it shall be incumbent upon such Bidder(s)/Applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (les). In such a scenario, the declaration as mandated above at (a&b) shall not be required.
- 4.15.3. If any of the Applicant(s) /intending Bidder(s) or their promoters are found involved in litigation(s) with NAFED whether in past and present or they have/had been blacklisted by NAFED or/and any of the promoters of intending Applicant(s)/Bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with NAFED in present or past or/and such other entity (les) has/have/had ever been blacklisted by NAFED in the past for any reason, NAFED shall have sole discretion to decide on the selection of such Applicant(s)/Bidder(s) even if such Applicant(s)/Bidder(s) fulfilling eligibility criteria and NAFED's decision either to select or reject such Applicants/Bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

#### **4.16. Force-Majeure**

- 4.16.1. Due to any Act or policy of the Government /local authorities or on account of any act of Govt. it becomes impossible to perform or continue with the agreement, the agreement shall automatically come to an end and in that event, the Selected Bidder shall not seek any specific performance of the agreement or claim any damages.
- 4.16.2. Force Majeure means any event or combination of events or circumstances beyond the control of the parties here to which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.
- 4.16.3. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure conditions which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 4.16.4. Neither party will be liable for performance delays or non-performance due to causes beyond its reasonable control, except for payment obligations.
- 4.16.5. During the continuance of the Force Majeure, NAFED reserves the right to alter or vary the terms and conditions of this agreement, or if the circumstances so warrant, the NAFED may also suspend the agreement for such period as is considered expedient, Bidder agrees and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension.
- 4.16.6. The Bidder agrees and understands that if the Force Majeure condition continues for a long period, then the NAFED in its judgment and discretion may terminate Agreement and, in such case, Bidder agree that they shall have no right or claim of any nature whatsoever and NAFED shall be released and discharged of all its obligations and liabilities under this Agreement.

#### **4.17. Applicable Laws Jurisdiction and Dispute Resolution**

- 4.17.1. This agreement shall be constituted 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 shall have the Jurisdiction in all the matter arising out of /touching and or concerning this agreement and parties to this agreement agree to irrevocable submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid courts is irrespective of place of occurrence of any causes of action pertaining to any dispute between the parties.
- 4.17.2. All or any dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective right and obligation of the parties shall be settled amicably 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, India and Language of Arbitration shall be English.

4.17.3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Bidder in the courts having jurisdiction over the parties.

**4.18. Holiday Listing**

4.18.1. NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the Bidders. Notwithstanding anything contained in this tender documents, NAFED's Policy of Holiday Listing applies mutatis mutandis to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

## **5. PREVENTION OF FRAUD AND CORRUPTION**

- a) The Bidder shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Bidder agrees and undertakes to observe the principles/provisions as laid down in "Fraud Prevention Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- b) The Bidder shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or thereafter.
- c) The Bidder shall not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the process.
- d) The Bidder shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of Bharatiya Nyaya Sanhita (BNS)/Prevention of Corruption Act; further the Bidder will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per the business relationship, including information contained or transmitted electronically.
- e) The Bidder shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy of NAFED or be an accessory to such offences.
- f) The Bidder if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

## **6. MISCELLANEOUS**

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

## **ANNEXURES**

**ANNEXURE 1: Layout of Project Site**







### ANNEXURE 3: Transaction Structure

<b>Bidder Eligibility</b>	<ul style="list-style-type: none"> <li>• Single Entity</li> <li>• Group of entities (the "Consortium") not more than 2 (two) members</li> </ul> <p>A Bidder may be a Company or a Society or a Partnership firm or a Limited Liability Partnership or any combination of them</p>
<b>Technical Eligibility</b>	<ol style="list-style-type: none"> <li><b>1. For Running of Integrated Food Processing Unit</b> <ul style="list-style-type: none"> <li>• In case of Food Processing Unit owned by the Bidder, running of one (01) unit wherein the Gross Capital Expenditure by the Bidder must be not less than INR 20 Crore.</li> </ul> <p style="text-align: center;">OR</p> <li>• In case of Food Processing Unit taken on lease, running of one (01) Unit from last 3 years wherein the Gross Capital Expenditure by the Lessor must be not less than INR 20 Crore.</li> </li> <li><b>2. Factory License</b></li> <li><b>3. A valid FSSAI License</b></li> <li><b>4. List of Plant &amp; Machinery</b> <p><i>Note: In the case of a consortium, the lead member of the consortium must meet the requirements of above Criterion for the consortium to qualify.</i></p> <p><i>"Integrated Food Processing Unit" refers to a facility or plant designed to store and process either single or multiple Agri/ Animal/ Dairy/ Frozen based raw food materials into Finished Food products along with their packaging.</i></p> </li> <li><b>5. Undertaking of Non – Blacklisting</b></li> <li><b>6. Project Plan</b></li> </ol>
<b>Financial Eligibility</b>	<ol style="list-style-type: none"> <li><b>1. Net Worth</b> <p>Net Worth of at least INR 6.25 Crores for the financial year 2023-2024.</p> </li> <li><b>2. Annual Financial Turnover</b> <p>The Average Annual Financial Turnover during the last Three (03) years, ending 31<sup>st</sup> March of the previous financial year, should be at least INR 48 Crores.</p> <p><i>Note: In the event when the Bidder is a Consortium, the financial criteria shall be met by every member of the Bidding Consortium in proportion of their shareholding in the consortium.</i></p> </li> </ol>
<b>Acceptance of Letter of Award (LoA)</b>	<p>The Selected Bidder (who quoted Highest Annual Concession Fee) shall, <b>within seven (07) days of receipt of LoA</b>, sign and return the duplicate copy of</p>

	<p>LoA in acknowledgement thereof.</p> <p>In the event, the duplicate copy of LoA duly signed by the Selected Bidder is not received within the stipulated date, NAFED <b>may</b>, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD).</p>
<b>Execution of Concession Agreement</b>	<p>The Concession Agreement will be signed by the NAFED with the Selected Bidder, <b>within fifteen (15) days from the date of receiving the signed LoA</b> from the Selected Bidder.</p>
<b>Security</b>	<p>After achieving COD, the Concessionaire shall furnish a Security <b>equivalent to 50% of Offered Annual Concession Fee (i.e., Annual Concession Fee/2) in the form of an unconditional Bank Guarantee (BG)</b>. No interest will be paid in Security. The Annual Concession Fee will increase by 15% after every three (03) years.</p> <p>The validity of the BG shall be three (03) years. Additionally, the Concessionaire must submit a new BG reflecting a 15% increase in the Annual Concession Fee after every three (03) years, no later than sixty (60) days prior to the expiry of the existing BG.</p> <p>The Security will be returned after peaceful handing over the possession of NAFED's site and settlement of all statutory dues of government agencies.</p> <p>BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.</p>

#### **ANNEXURE 4: Project Plan**

<b>Project Name</b>	
<b>Project Capacity (In MT/KG/Litre)</b>	
<b>Estimated Project Cost (INR Crores)</b>	
<b>Means of Finance (INR Crores)</b>	Debt: Equity:
<b>Average EBITDA Margin (%)</b>	
<b>Payback Period (Years)</b>	
<b>Break Even Point (Years)</b>	
<b>Construction Period (Months)</b>	
<b>Marketing Plan (Include Product type, Brand, Geographical Area to be covered)</b>	

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

Notes: The bidder may be required to give a detailed presentation on their Project Plan at NAFED's discretion on time communicated later by NAFED.

## **RFP PART I: APPENDICES**

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

<b>Particulars</b>	<b>Partnership Firm / LLP / Company / Society</b>	<b>Consortium</b>
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	✓	✓

### CHECKLIST OF SUBMISSIONS

Enclosures to the Bid		Page No.
<b>RFP PART I – APPENDICES</b>		
<b>BID FORMS FOR TECHNO-COMMERCIAL BID</b>		
Pre-Contract Integrity Pact		
Bid Form 1: Covering Letter		
Bid Form 2: General Information about the Bidder		
Bid Form 3: Information for Technical Eligibility Criteria (To be certified by Statutory Auditor and shall contain UDIN Number)		
Bid Form 4: Information for Financial Eligibility Criteria (To be certified by Statutory Auditor and shall contain UDIN Number)		
Bid Form 5: Joint Bidding Agreement by Consortium Members		
Bid Form 6: Special Power of Attorney for signing of Bid		
Bid Form 7: Special Power of Attorney in favor of the Lead Member of Consortium		
Bid Form 8: Statement of Legal Capacity		
Bid Form 9: Self Declaration		
<b>BID FORM FOR FINANCIAL BID</b>		
Bid Form 10: Financial Bid		
<b>ENCLOSURES</b>		
(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 3 years		
(vii) Valid address proof - Electricity bill, water bill or any other document issued by government stating ownership of the food processing plant.		
<b>RFP PART II &amp; III</b>		
RFP, Draft Letter of Award and Draft Concession Agreement (DCA) each page duly signed by the Authorized Person		
<b>List of documents required from Bidders</b>		
<b>Bidder's Constitution</b>	<b>Supporting Documents</b>	
Partnership Firm	<ul style="list-style-type: none"> <li>Copy of the partnership deed</li> <li>List of partners</li> <li>Copy of registration of Partnership deed.</li> </ul>	
Company (Private/Public)	<ul style="list-style-type: none"> <li>Copy of Certificate of Registration.</li> <li>Copy of Memorandum of Association</li> <li>Copy of Articles of Association</li> <li>Current List of Auditors</li> </ul>	
LLP	<ul style="list-style-type: none"> <li>Copy of Limited Liability Partnership Agreement.</li> <li>Copy of certificate of registration.</li> </ul>	
Co-operative Society	<ul style="list-style-type: none"> <li>Byelaws (of cooperative Society).</li> <li>Registration Certificate duly authorized by Registrar of Co-operative Society.</li> <li>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.</li> </ul>	

## **INTEGRITY PACT**

*(on the non-judicial stamp paper of Rs. 100 and should be submitted along with Techno-Commercial Bid)*

### **Between**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under 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") (These details to be filled by Lead member in case of Consortium) 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 Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan** 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 Bharatiya Nyaya Sanhita (BNS) 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 BNS/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, Techno-Commercial 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 Forfeiture of EMD**

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

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover from the Bidder liquidated damages as per Concession Agreement 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 BNS/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 Selected Bidder twelve months after the last payment under the Concession Agreement, and for all other Bidders, who were not selected, six months after the Concession Agreement has been awarded.

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

## **Section 10 – Other provisions**

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this

agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

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

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

(For & On behalf of NAFED)

(Office Seal)

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

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

(For & On behalf of the Bidder)

(Office Seal)

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

(Name & Address)

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

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

**BID FORMS FOR  
TECHNO-COMMERCIAL BID**

**BID FORM 1: Covering Letter**

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

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

To,

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

Sub: **"Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan"**

Dear Sir,

1. With reference to your RFP No: \_\_\_\_\_ dated \_\_\_\_\_, I/We, \_\_\_\_\_ (Name of Bidder/ Name of the Consortium/ Names of member of the Consortium) hereby undertake that I/We have studied the whole RFP carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents,
2. I/We hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for the site at Bhiwadi, Rajasthan.
3. My/Our Bid is unconditional and unqualified.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/We acknowledge that the NAFED will be relying on the information provided in the Bid and the documents accompanying the Bid for selected of Bidder of the aforesaid project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Concessionaire for the Project Site.
7. I/ We shall make available to NAFED any additional information it may find necessary or requires supplementing or authenticating the Bid.
8. I/ We acknowledge the right of the NAFED to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three years, I/we/any of the Members of our Consortium have neither failed to perform on any contract, nor subject to imposition of any penalty/ damages /costs by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
  - a) I/We have examined and have no reservations to the Bid Documents, including any addendum issued by NAFED; and
  - b) I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the Bidding process; and

- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or agreement entered with the NAFED or any other public sector enterprise or any Government, Central or State; and
  - d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e) I/We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also have not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice; and
  - f) I/We further confirm that we have not offered, nor will I/we offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
  - g) I/We are not barred by NAFED, or any central/state government or any of their agencies from participating in similar projects.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
12. I/We believe that I/We/Our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents.
13. I/We declare that I/We/ any Member of the Consortium, am/are/ is not a member of any other Bidder/Consortium submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our Consortium or any Member of our Consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
15. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our Consortium or any Member of our Consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
16. I/We further certify that no investigation by a regulatory authority or security agency relating to the security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our Directors/ managers/ employees etc.
17. I/We undertake that in case due to any change in facts or circumstances during the Bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate NAFED of the same immediately.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NAFED in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to sign the Letter of Award (LoA) and the Concession Agreement [RFP Part-II & III]; provided along with this Bid document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay Security in accordance with the terms of Bid documents.

20. I/ We have studied all the Bidding Documents carefully and have also surveyed the Project Site. We understand that except to the extent expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NAFED or in respect of any matter arising out of or relating to the Bidding Process including the handover of the Project Site.
21. Earnest Money Deposit (EMD) of Indian Rupees Ten Lakhs Only (Rs. 10,00,000) is hereby submitted in the form of NEFT/RTGS to NAFED in accordance with the Bid Documents. I/We understand that the full value of the Earnest Money Deposit (EMD) shall stand forfeited in case I/We fail to fulfil the requirements laid down in the Bid Documents for the purpose.
22. I/We also understand that the full value of Earnest Money Deposit (EMD) shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
23. Our Financial Bid is enclosed with a separate sealed Cover 2. The **Highest Annual Concession Fee** offered has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the RFP and Site and the fall of the conditions that may affect the Project Site.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us or our Bid is not opened or rejected.
25. We declare that the information stated above and in the attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for NAFED to reject our Bid and forfeit the Earnest Money Deposit (EMD).
26. I/We have examined the relevant papers for the Site available with NAFED such as land plan and other land related documents before submission of the Bid. NAFED shall not be held responsible for any delay on account of any shortcoming in land plan, and no demand for any compensation shall be raised against NAFED on this account.
27. I/We agree to be severally/jointly liable for all the obligations as this Bid document.

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

Yours faithfully,

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

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

Notes:

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



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

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

Yours faithfully,

(Signature of the Authorised 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	

**The following information shall also be provided for Bidder and each member of the Consortium:**

**Name of Bidder / Member of Consortium:** \_\_\_\_\_

S.no.	Criteria	Yes	No
1.	Has the Bidder/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project (DBFOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/Constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract		

- (d) A statement by the Bidder and each of the members of its Consortium (where applicable) or any of their Constituents disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past to be attached as extra sheets, if necessary.

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

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

*(To be certified by Statutory Auditor and for Food Processing Unit only)*

#### **A. OPERATIONAL EXPERIENCE**

<b>Owned / Leased</b>	<b>Plant Name</b>	<b>Plant Location</b>	<b>Year of Establishment</b>	<b>Product</b>	<b>Food Processing Unit Capacity in MT/Day</b>	<b>Capacity Utilization in last three years</b>

**Break up of Capital Expenditure (Acquisition Cost) in Food Processing Unit** (Specify owned / leased and accordingly provide below details)

<b>Year of establishment</b>	
<b>Particulars</b>	<b>Amount (Gross Capital Cost)</b>
Land	
Plant and Machinery	
<b>TOTAL</b>	

**Details regarding leased/licensed premises** (In case of Food Processing Unit taken on lease)

<b>Year</b>	<b>Lessor Details (Including Name, Address and Contact Details)</b>	<b>Lease Rent Paid (Rs. / Year)</b>
2023 – 2024		
2022 – 2023		
2021 – 2022		

#### **Processing Capacity of Food Processing Unit**

<b>Year</b>	<b>Quantity of Raw Materials purchased in MT</b>	<b>Quantity of Processed Foods in MT</b>	<b>Quantity of Finished Products Sold in MT</b>
2023 – 2024			
2022 – 2023			
2021 – 2022			

#### **B. A Valid FSSAI License**

<b>License No</b>	<b>Validity Upto</b>

(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/Lead Member of Consortium) 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:

- *Attach the Audited Annual Accounts for the relevant years in which the capitalization of the Food Processing Unit was recorded.*
- *Strike off whichever is not applicable.*

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

*(To be certified by Statutory Auditor)*

**1. Net Worth related data:**

Calculation of NetWorth		Amount(Rs. inCr) for 31 <sup>st</sup> March2024
	Subscribed and Paid-up Share Capital	
Add	Equity/Security Premium	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off	
<b>TOTALNET-WORTH</b>		

**2. Turnover related data:**

Particulars	Amount(Rs. In Cr)		
	31 <sup>st</sup> March2022	31 <sup>st</sup> March2023	31 <sup>st</sup> March2024
	Turnover from Core Business Activities		
Add	Other Turnover		
<b>TOTALTURNOVER</b>			
<b>AVERAGE ANNUAL TURNOVER</b>			

In the capacity of \_\_\_\_\_(position) duly Authorized to sign this Bid for and behalf of  
 \_\_\_\_\_(name of Bidder), \_\_\_\_\_(Address)

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

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 the Bidder/ Member of Consortium).

Signature of the Statutory Auditor  
 (With seal and registration no)

Signature \_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Entity\_\_\_\_\_

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

Date\_\_\_\_\_

Notes:

- (a) *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 3 years)*
- (b) *The financial statements shall:*
  - (i) *reflect the financial situation of the Bidder or Consortium Members;*
  - (ii) *be audited by a Statutory Auditor;*
  - (iii) *be complete, including all notes to the financial statements; and*
  - (iv) *correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).*
- (c) *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*
- (d) *In case 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.*
- (e) *In case Bid Form-4 consists of more than one-page, Statutory Auditor & Authorized Signatory shall sign with seal on all pages.*

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

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

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

### **AMONGST**

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

### **AND**

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

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

### **WHEREAS,**

National Agricultural Cooperative Marketing Federation of India, represented by ....., and having its principal office at NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014 (hereinafter referred to as the "NAFED" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**) by its Request for Proposal No. .... dated ..... (the "**RFP**") for "**Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan**" (the "**Project**"), NAFED (the "**Authority**").

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

### **NOW IT HEREBY AGREED as follows:**

#### **1. Definitions and Interpretations**

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

#### **2. Consortium**

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

### **3. Covenants**

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

### **4. Role of the Parties**

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

- a. Party of the **First Part** shall be the Lead member of the Consortium and shall have the Power of Attorney from other party for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Compliance Date under the Concession Agreement.
- b. Party of the **Second Part** shall be the ..... Member of the Consortium

**and**

- c. The roles and responsibilities of the Members of the Consortium shall be as follows:
  - The Party of the **First Part** (Lead Member) shall be responsible for:
    - (i)
    - (ii)
  - The Party of the **Second Part** shall be responsible for:
    - (i)
    - (ii)
- d. The Lead Member of the consortium shall have \_\_\_\_\_% of the shareholding, while the other member of the consortium shall have \_\_\_\_\_% of the shareholding for this project.

### **5. Joint and Several Liability**

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

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

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



## **6. Representation of the Parties**

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

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

## **7. Termination**

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

## **8. Miscellaneous**

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

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of **LEAD MEMBER:**

(Signature):

(Name):

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

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

(Signature)

(Name)

(Designation)

(Address)

Notes:

- (a) *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (b) *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Resolution / Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**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 notarized. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where this Power of Attorney is being executed)*

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

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

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

FOR.....

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

(Promoter(s))

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

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

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

I Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

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

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

(Promoter(s))

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

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

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

Notarized

Name, Sign and Seal of the Notary

Witness:

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

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

Notes:

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

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

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

WHEREAS The National Agricultural Cooperative Marketing Federation of India (the "Corporation" or "NAFED") has invited Request for Proposal (RFP) for Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan (the "Project").

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

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

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

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

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

1. In such capacity, to act as the Consortium's official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
2. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
3. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
4. To sign and execute contracts relating to the Project, including variation and modification thereto;
5. To represent the Consortium at meetings, discussions, negotiations and presentations with NAFED, Government Authorities, Competent Authorities and other Project related entities;
6. To receive notices, instructions and information for and on behalf of the Consortium;
7. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.

8. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

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

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

FOR \_\_\_\_\_

Signature \_\_\_\_\_

(Promoter(s))

(of the Member 1 of the Consortium)

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

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

(Executants)

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

Signature \_\_\_\_\_

(Director)

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

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

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

Notarized

Name, Sign and Seal of the Notary

Witnesses:

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

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

(Executants)

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

Notes:

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 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 all the Consortium Members.

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

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

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

To,

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

Sub:- **"Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan"**

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorized signatory)

For and on behalf of

\* *Copy of charter/registration/incorporation documents should be attached with this Bid Form.*

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



**BID FORM 9: Self-Declaration**

*(To be submitted on letter head)*

**To whomsoever it may concern**

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

- (a) We have never been in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor were we ever blacklisted by NAFED on account of such litigation(s) or otherwise.
- (b) We or Our Past Directors/Partners/Promoters etc. were not/are not 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 (ies) has/have/had ever been blacklisted by NAFED in the past for any reason.

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

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

**BID FORM FOR  
FINANCIAL BID**

**BID FORM 10: Financial Bid**

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

To,

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

Sub:- **"Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan"**

Dear Sir,

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

<b>Particulars</b>	<b>(A)</b>	<b>(B) = (Multiply Column A quoted amount with 12 months)</b>
<b>Concession Fee</b>	<i>Quoted Monthly Concession Fee</i> <i>In figures:</i> Rs. .... per Month  <i>In words:</i> Rupees..... ..... per Month	<i>Quoted Annual Concession Fee</i> <i>In figures:</i> Rs. .... per Annum  <i>In words:</i> Rupees..... ..... per Annum

*Note: The quoted amount should be equal or above to the reserved rental price of the Project Site. The quoted amount must be exclusive of GST.*

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

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

## **RFP PART II: LETTER OF AWARD**

Ref No:

Place:

To,

[Company]Details of the Selected Bidder

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

Dear Sir/ Madam

Sub:- **"Selection of Bidder for Design, Build, Finance, Operate, Maintain and Transfer ("DBFOT") of Integrated Food Processing Unit at RIICO Industrial Area, Bhiwadi, Rajasthan"**

**Letter of Award**

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

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

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
  - a. As per your Financial Bid dated DD.MM.YYYY, Highest Annual Concession Fee submitted by you \_\_\_\_\_ in Rupees in accordance with the Bidding Documents and revisions thereof.
  - b. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Project Site in favor of the Selected Bidder in any manner whatsoever, and NAFED will continue to have complete ownership of the Project Site. However, the NAFED will hand over the Project Site to the Concessionaire on a Compliance Date as specified in the Concession Agreement, for the Concession Period of Thirty (30) years as per the terms and conditions of the Concession Agreement, for the specified scope and obligation mentioned in the Concession Agreement. Further, the Concessionaire will hand over the Site/Facility to the NAFED without any encumbrance or financial liability at the end of the Concession Period.
  - c. Further, in case you fail to submit your acceptance within stipulated time or any extended period if agreed upon by NAFED or refuse the acceptance of the aforesaid Agreement under this LoA, NAFED at its discretion take necessary action as deemed fit including forfeiture of EMD, backlisting, etc.
  - d. You shall comply with all the terms and conditions of the Bidding Documents.
  - e. It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP Document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

- f. You are requested to convey in writing your acceptance of this Letter of Award within seven (07) days from the date of its issuance.

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

**Manager, (IU Division)**  
National Agricultural Cooperative Marketing Federation of India (NAFED)

**Acknowledged & unconditionally accepted:**

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