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| **04.07.2025** | | |
| **Leasing out of four properties at Vashi, Navi Mumbai Tender No: HO/E-02/VASHI/2025-26 DATED 24.06.2025** | | |
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| **Sl** | **Modification / Clarification sought by interested bidder(s)** | **Clarification by NAFED** |
| 1 | Property Handover: Some properties don’t seem immediately usable. It would help to know the expected timelines for possession of each unit—and whether billing starts only after actual handover. | As per clause no 2 at page 8 of RFQ, the potential lease commencement shall be from the date of award of contract and billing shall commence from date of actual handover. |
| 2 | Usage Flexibility: Especially for the bonded warehouse, please confirm if it can be used for other purposes like dry storage, fresh produce, or similar operations once de-bonded. | In terms of clause number 5 at page 9 of the RFQ, the details of use of the properties should be separately mentioned clearly along with the offer by the bidder in the price bid |
| 3 | Third Party Use: As we’ll be operating commercially, we’d like to know if we can enter into service contracts with clients without violating the “no third-party interest” clause. | As per RFP clause No 7.11., Page # 21 |
| 4 | Unified Lease: Is it mandatory to sign a single lease for all four properties, or will separate agreements be possible if handovers are staggered? | Agreement will be signed in terms of provisions contained in RFP and in view of other clarification given herein. |
| 5 | Lease Period: Considering the site condition, we suggest a longer initial lease—11 years would be ideal. | The same maybe as per tender document and no changes |
| 6 | Security Deposit: Two months of license fee as security would be more workable than six. | The same maybe as per tender document and no changes |
| 7 | Rent Escalation: A 2-year freeze on rent increase would help offset the repair and setup costs. | The same maybe as per tender document and no changes |
| 8 | Price Clause in Annexure A: There’s a line saying bids below reserve price will be rejected, but no reserve price is mentioned. Can this clause be removed? | This clause may be read as redundant |
| 9 | Bid Evaluation Criteria Request: Kindly clarify the parameters and weightage that will be used for bid evaluation. | The evaluation shall be as per clause no. 5.3 and Clause 6 of RFP |
| 10 | Clause 5.3.1 - Request: Clarify the documentary requirement sought by NAFED in respect to formation of Consortium (any format of joint bidding agreement) or for designation of Lead Party (any power of attorney or letter by other consortium member. | The same shall be as per RFP clause No 5.3.1 at Page # 15. |
| 11 | Clause 8 - Unified Lease for All Four Properties Request: Given that possession of all four properties will be staggered (c.g., Property No. 1 post-debonding; Property No. 2 post current lease expiry in January; others unclear), please clarify: \* Whether a single leave and license agreement is mandatory for all four properties or will 4 separate leave and license agreements be entered into; \* Whether rent/license fees will be charged only from the date of actual possession of each respective property. If yes, how will the break-up of consolidated rent/license fee be computed for each property in such a case? | As per RFP clause No 5.3.1 (f), at page # 15 & clause no 2 at page 8 of RFQ, the potential lease commencement shall be from the date of award of contract and billing shall commence from date of actual handover of individual property(s). |
| 12 | Clause 12 - Cost of Proposed Cold Storage Request: Kindly confirm whether the construction cost of the proposed cold storage facility (if funded under RKVY or any other scheme) shall be borne by NAFED. | Cold Storage shall be constructed by NAFED and upon completion shall be handed over to successful bidder |
| 13 | Others > In order to implement the specific project and running and operation of the godowns/storage properties, can a joint venture company be incorporated by a consortium members post issuance of Letter of Intent(Lol) which shall enter into the leave and license agreement with NAFED? > Considering that NAFED is a Govt. of India undertaking, kindly clarify on the stamp duty if any payable on the leave and license agreement and the component thereof to be shared by the Successful Bidder. | This will be decided at the time of signing of the agreement.   Further, Nafed is registered under the Multi State Co-operative Societies Act. |
| 14 | Bid Summary - Data Sheet, Point G: Lease Period Request: Given the extremely dilapidated condition of the properties—particularly the cold storage requiring substantial repairs such as flooring,door, and cooling system overhauls—we request that the initial lease termbe revised to 15 years, with a further extension of 3 years, in order to justify the significant capital expenditure that will be incurred upfront. | The same maybe as per tender document. |
| 15 | Important Dates - Bid Submission Window Request: The current timelines for bid submission are too short considering the scale of due diligence required. We kindly request anextension of at least 2 additional week. | Tender being extended till 10.07.2025 |
| 16 | General Terms — Security Deposit (Clause 7.4.1) Request: The current requirement of six months’ rent as a security depositis too high. We request this be revised to two months’ rent to ease upfront financial burden | The same maybe as per tender document. |
| 17 | Clause 7.4.6 - Annual Rent Escalation Request: In light of the substantial investments required to restore theproperties, we request a 3-year moratorium on rent escalation, allowingthe bidder to recoup part of the initial capital expenditure during repair and fit-out period. | The same maybe as per tender document. |
| 18 | Asset Availability and Timelines : Cold Storage (Unit 2): As this unit is presently under tenancy, will a defined window be granted for essential repair works post-possession? General Godown (Unit 3): When is possession expected to be granted? New Cold Storage (Unit 4): Please share the anticipated timeline for completion and handover. General Clarification: Could you elaborate on the phrase “completion of formalities with the successful bidder”? Are there any additional procedural or compliance-related steps not outlined in the bid documents? | Grace period, if any, shall be as per the tender document.   It is to clarify that the RFP is on "As is where is and "What is basis". Bidder is requested to go through the entire document before bidding. |
| 19 | 2. Clause 31.j r/w Clause 5.3.1(h) Kindly Clarify the requirements of Income-Tax Clearance Certificate | IT IS A NOC ISSUED BY INCOME TAX AUTHORITY WHICH YOU HAVE CLEARED YOUR TAX DUES DURING THE ASSESMENT YEAR. |
| 20 | 3. Clause 2.11 R/W Clause 7.4 (Security Deposit) Kindly clarify whether Security Deposit amount shall be INR 50,00,000(Indian Rupees Fifty Lakhs) as per clause 2.11 or agreed License Fee equivalent to lease rent of six months as per clause 7.4. | Please refer to clause no 7.4.1 at pg 19 of the RFQ, wherin it is mentioned that, "7.4.1 The Successful Bidder is required to deposit the agreed License Fee equivalent to lease rent of six months as security. EMD already deposited by the successful bidder shall be adjusted against the security deposit as a pre-condition for executing the agreement with NAFED." |
| 21 | Clause 2.10 and 2.15 Kindly provide the Format of Leave and License Agreement to be executed with NAFED within the stipulated time relating to operation, maintenance and management of all four (04) properties | AFTER ISSUE OF LOI TO THE H-1 BIDDER THE FORMAT WILL BE ISSUED. |
| 22 | Clause 13.3 r/w Clause 15(Indemnity) Kindly clarify whether any Indemnity letter/agreement must be provided, if ves, kindly provide the format of the indemnity letter/agreement, and the timelines for such indemnity to be provided. | As per Clause no. 15 of RFP |