



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF OPERATING AGENCY TO OPERATE, MAINTAIN & MANAGE
3 NOS OF WAREHOUSES (FOOD PROCESSING)**

AT

KINFRA MEGA FOOD PARK, KOZHIPPARA, PALAKKAD, KERALA

Bid No.: KINFRA/RFP/MFP/14/2019-20

**Kerala Industrial Infrastructure Development Corporation
(A Statutory Body of Govt. of Kerala)
KINFRA HOUSE, TC NO.31/2312, SASTHAMANGALAM P.O,
THIRUVANANTHAPURAM-695010
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Press Notice



**KERALA INDUSTRIAL INFRASTRUCTURE
DEVELOPMENT CORPORATION (KINFRA),
Thiruvananthapuram, Kerala**

Request For Proposal (RFP)

KINFRA invites online bids from competent & financially sound agencies/firms for the following work:

Name of work: Selection of Operating Agency to Operate, Maintain and Manage 3 Nos of Warehouses (Food Processing) at KINFRA Mega Food Park, Palakkad

Bid Fee	EMD	Last Date
Rs. 2,950/- (inclusive of GST)	Rs 50,000/-	03/07/2019 at 5:00PM

The RFP document(s), can be downloaded from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). For more details visit the web site www.kinfra.org.

Place: Thiruvananthapuram
Date: 19/06/2019

**Sd/-
Managing Director**

IMPORTANT INFORMATION

Sl. No	Information	Details
1.	Date of Issue of RFP Document	19-06-2019, 9.00 am
2.	Pre-Bid Conference	25-06-2019, 11.00 am at KINFRA Head Office, Sasthamangalam, Trivandrum
3.	Last date of submission of Bid online	03-07-2019, 5.00 pm
4.	Technical Bid Opening	06-07-2019, 10.00 am
5.	Earnest Money Deposit (EMD)	Rs. 50,000/-
6.	Bid Submission Fee (Non-refundable)	Rs 2,950/- (inclusive of GST)

SCOPE OF SERVICES TO BE OFFERED BY OPERATING AGENCY AT WAREHOUSES

- 3.1 The Operating Agency will operate, maintain and manage the facility for a minimum period of 10 years (initially for 5 years and renewable for further 5 years based on satisfactory performance).
- 3.2 The Operator will manage the day to day operation of the warehouses (food processing) and will keep the warehouses (food processing) in safe and proper working condition.
- 3.3 The Operating Agency shall offer storage and warehouse services to handle and store with due care and prudence produces from farmers, raw materials of food processing units, in-process materials, finished products and consumables related to food processing.
- 3.4 The Operating Agency shall undertake all necessary documentation associated with receipt, storage, handling and handing back of the stock, including inventory and material balance documentation.
- 3.5 The Operating Agency shall be responsible for periodic repair and maintenance of the warehouse facilities.
- 3.6 The Operating Agency shall follow Good Warehousing Practices.
- 3.7 The Operator will adhere to all the Terms and Conditions mentioned in this RFP document.

SELECTION PROCEDURE

- 4.0 Selection of the Operating Agency for operation, maintenance and management of Warehouses (Food Processing) will be through a transparent, competitive two-bid process consisting of Technical Bid and Financial Bid

Pre-Qualification Criteria

- 4.1 The Technical Bid would be evaluated on the basis of the following eligibility criteria and valid documents furnished by the bidder. The financial proposal of only pre-qualified bidders would be opened.
- 4.2 The bidders must be Companies incorporated in India or registered partnerships in India or proprietary concerns.

4.3.1 Bidders should have at least 3 years of experience in service business preferably in warehouse, supply chain or logistics business

OR

should be a Food Processing Firm allotted land in KINFRA Mega Food Park with at least three years of experience in business preferably in food processing line.

OR

should be Farmer Producer Company or farmer group or farmer self-help group registered with NABARD/Coconut Development Board/Other Govt Bodies/Govt. Departments

4.3.2 Bidders should have had average annual financial turnover of **Rs 20.00 Lakhs** from business (as listed under [4.3.1] above) during the last three consecutive financial years ending 31st March 2019 (Scanned copy of Certificate from CA to be uploaded. For the year 2018-19, provisional statement of accounts or certificate from Chartered may be submitted).

4.3.3 Bidders should not have incurred any loss in more than two years during the last three years ending 31st March 2019.

4.4 The technically qualified bidders, who satisfies the eligibility criteria as above will be evaluated on the basis of the price bid. The price bid will have only one unconditional offer, i.e. the monthly lease rental payable by the bidder. All other financial conditions shall be fixed and no deviation shall be allowed. They are as follows:

- **'Minimum or Reserve Monthly Lease Rent'** for 3 Nos of Warehouses (Food Processing) is fixed as **Rs 4,02,400.00** (total area - 7,274.92 square meter). Bidders are required to quote above minimum or reserve monthly lease rent and any quote below this amount will be summarily rejected.
- Lease rent (quoted amount) to be paid monthly in advance plus applicable GST or such rates as fixed by Govt. of India/Kerala from time to time on or before the 7th day of each month. If there is any delay in payment, the Agency shall pay interest @12.50 % per annum from date of bill till date of payment.
- **Lease rent (quoted amount) will be escalated once every two year @ 12%.**
- **Lease rent (quoted amount) of six months lease to be deposited** on signing the contract as **Security Deposit.**
- Operation, maintenance and management contract shall be for a period of 5 years, renewable for a further period of 5 years on satisfactory performance.
- GST will be applicable for lease rent (quoted amount/contract value).

4.5 The **Technical Bid** should be submitted with a covering letter as per Annexure A of RFP and should include all the required details in the format as given in Annexure B of RFP.

- Documents proving that the bidders must be companies incorporated in India or registered partnership in India.
- Certificate issued by CA proving average annual financial turnover during the last three financial years ending 31st March 2019.
- Profit and Loss Statement and Balance Sheet during last three years ending 31st March 2019.
- Business Plan should indicate proposed warehouse capacity utilization, material/ stock identified for warehouse, the investment proposal, i.e. amount of proposed investments, and operational plan consisting of projected income and projected expenditure for 5 years.

4.6 The **Financial Bid** shall be submitted in the format given as in the e-portal.

4.7 The technical qualification documents will be evaluated to assess if the applicant satisfies the minimum eligibility criteria required to qualify to bid for operating and maintaining the Warehouses (Food Processing). The financial bids of the proposals received would be opened and evaluated of only those bidders who satisfy the above eligibility criteria.

4.8 The bid will be selected on the basis of the highest monthly lease rent quoted by the bidders.

4.9 The Successful Bidder shall be issued Work Order. After issue of the work order and acceptance of the same by the Successful Bidder within 7 (seven) days, the Successful Bidder shall enter into an O&M Contract with the KINFRA within 10 (ten) days of receipt of work order and carry out his further responsibilities/ obligations.

TERMS & CONDITIONS

5.1 The Warehouses (Food Processing) will be given to the Operating Agency for operation, maintenance and management of the facility. No external additions, alterations, modifications to the existing building shall be made in any manner without the written consent of KINFRA. Any additional equipment/requirement (such as fork lifts, racking system,

weighing machines etc) desired by the Operating Agency shall be procured, installed and maintained at Operating Agency's own cost with prior consent from KINFRA.

- 5.2 The Operating Agency shall maintain the Warehouse buildings, and supporting equipment, electrical installations etc handed over by KINFRA in good tenable condition and shall compensate KINFRA for any damages to such properties with its replacement value.
- 5.3 The Operating Agency shall offer storage and warehouse services in a professional manner to handle and store with due care and prudence the agricultural produces from farmers, raw materials of food processing units, in-process materials, finished products and consumables related to food processing. The Operating Agency shall operate, maintain and manage the Warehouses (Food Processing) round the clock and all seven days of the week without interruption.
- 5.4 The Operating Agency shall follow Good Warehousing Practices while offering service to its clients.
- 5.5 The Operating Agency shall undertake all necessary documentation associated with taking delivery, handling, storage, handing back/return of the stock, including inventory and material balance documentation.
- 5.6 The stocks in the Warehouses (Food Processing) shall be properly stored and preserved and the Operating Agency shall ensure that stocks are not exposed to any danger including of theft or pilferage. The Operating Agency shall be solely responsible for the stocks at all times when the stocks are in its possession or under its control and shall be solely liable for any loss of or damage to or shortage in the stocks when the stocks are in its possession or under its control. The Operating Agency shall not tamper with the stocks. If during this period any loss of property and / or life takes place, the loss and account of the same shall be borne entirely by the Operating Agency and the KINFRA shall not be liable for any such claims. The Operating Agency would be responsible for the payments arising out of any Third Party claims. The Operating Agency shall indemnify KINFRA for all claim for damages or any action taken by any persons against KINFRA for any injury or losses caused or suffered by any person

due to any act or omission on the part of the Operating Agency in providing quality services in the Warehouses and for any claim for damages arising out of such action of the operating Agency and / or his employees.

- 5.7 The Operating Agency shall charge and receive payments for the services rendered by it as per rates fixed by it. The rates shall be fixed by the Operating Agency in consultation with KINFRA.
- 5.8 The Operating Agency shall give first preference to the storage requirements of the units inside KINFRA Mega Food Park. The Operating Agency shall make sure that warehouse facility is available to maximum number of clients by exercising proper control on those clients using the facility on continuous basis.
- 5.9 The Operating Agency shall not sublet, under let, lease, assign or transfer the operation of the Warehouse (Food Processing) to any other agency and shall not encumber the properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner without authorization from KINFRA. The Operating Agency shall not sell, mortgage, hypothecate or otherwise deal in, create security interest over or use in any way the stocks under its custody.
- 5.10 The Operating Agency shall employ his own employees for running the Warehouse (Food Processing) and KINFRA will not be liable for any claim in respect of such employees.
- 5.11 There is no employer and employee relationship between KINFRA and the employees engaged by the Operating Agency, and employees engaged by the Operating Agency shall be his own employees for all statutory laws such as Minimum Wages, Gratuity Act, Payment of wages Act, Bonus Act, Workmen Compensation act, Employees Provident Fund Act, ESI Act, Shop and Commercial Establishment Act and all other labor laws whether central or State and the Operating Agency shall comply with all the requirements of such laws.
- 5.12 The employees engaged by the Operating Agency shall be courteous in their behavior towards the guests and employees of the KINFRA and if any complaints are received about

their behavior, the Operating Agency shall take immediate step to remove such employees from the premises on a notice from KINFRA.

- 5.13 All employees engaged by the Operating Agency shall be given proper identification card with photo to identify them from other employees of other units functioning in the Park
- 5.14 The Operating Agency should cover his establishment under the Employees Provident Fund and Miscellaneous Provision Act, 1952 (Central Act XIX of 1952) and the Employees State Insurance Act, 1948 (Central Act of XXXIV of 1948).
- 5.15 KINFRA will not be vicariously liable for any act of the Operating Agency and Operating Agency shall alone be liable for violation of any law and the Operating Agency agrees to indemnify KINFRA from all claims.
- 5.16 The Operating Agency shall obtain power connection directly from KINESCO (licensee for power distribution in KINFRA Mega Food Park). The Operating Agency shall also pay the electricity charges to KINESCO as per applicable tariff fixed by KINESCO from time to time.
- 5.17 The Operating Agency shall pay the water charges to KINFRA as per tariff fixed by KINFRA from time to time.
- 5.18 All statutory clearances and sanctions, rates, taxes including GST, building tax during the lease period and all assessments, charges, claims, consent fee levied by the Pollution Control Board if applicable, demands and outgoing shall be borne by the Operating Agency at his cost.
- 5.19 All expenses incurred in connection with operation, maintenance and management of warehouses, including repair and maintenance works shall be borne by the Operating Agency.
- 5.20 The Operating Agency shall pay to KINFRA on monthly basis the **common facility charges** (CFC) towards common services provided in the Park such as common security, street lighting etc.
- 5.21 The Operating Agency shall not set up any title over the building and or on its equipments, fixtures and other fitting handed over to the Operating Agency adverse to the title of the

owner and shall not be entitled to claim any compensation for any addition or modifications made on the building.

- 5.22 All sanctions, permissions, no objections, letters of intent, consent, licenses, statutory clearances, approvals etc. shall be obtained by the Operating Agency at his cost and such documents shall be kept effective and in force during the tenure of the lease period.
- 5.23 The building, equipments, furniture and fittings excluding additional equipments exclusively acquired out of the funds of the Operating Agency if any, shall be kept insured against fire, theft, burglary, tempest, rioting and other possible calamities and the insurance policy shall be taken in the joint names of KINFRA and the Operating Agency and the insurance policy shall be kept renewed and shall be in force at all times during the lease period and the insurance premium shall be borne by the Operating Agency. A copy of the insurance policy shall be furnished to KINFRA within 7 days of its renewal. The additional equipments exclusively acquired out of the funds of the Operating Agency may be kept insured by a separate insurance policy by the Operating Agency.
- 5.24 The Operating Agency shall maintain the Warehouses (Food Processing) and its premises in good sanitary condition and undertake annual maintenance of the building at his cost at regular intervals.
- 5.25 KINFRA shall have the right to inspect the premises and building at all reasonable time without notice to take note of the condition of the building, equipments, fittings and fixtures and it is the responsibility of the Operating Agency to repair or replace all damaged furniture and fittings at his own cost.
- 5.26 The vehicles coming to the Warehouses (Food Processing) should be parked only at the allotted premises within the earmarked area and shall not cause any inconvenience or annoyance to other units and for the free movements of other vehicles with in the Park
- 5.27 The Operating Agency may at any time terminate the agreement before the expiry of the lease period for violation of the terms of the agreement by giving six months' notice to

KINFRA and in such event the Operating Agency shall not be entitled to get refund of the security deposit.

- 5.28 The Operating Agency shall be bound by the provisions of the Land Disposal Regulations framed by KINFRA as well as any modifications thereof from time to time.
- 5.29 In case the Operating Agency makes default in payment of the lease rent and any other amount due and the same is not paid on demand by the Operating Agency, KINFRA has the right to proceed against the Operating Agency and all its assets under the provisions of the Kerala Revenue Recovery Act 1968 made applicable to KINFRA as per notification in SRO No 772/2010 dated 2nd August 2010 published in Kerala Gazette Extra Ordinary dated 6th August 2010.
- 5.30 On the expiry of lease period or otherwise on termination of the lease the Operating Agency shall surrender vacant possession of the building together with its equipments, fixtures and fittings in good condition and also any future structures constructed by the Operating Agency except additional equipment exclusively acquired out of the funds of the Operating Agency's, with due permission from KINFRA within three months from the date of termination of the agreement and the Operating Agency shall remove all the interior alterations, partitions and other fittings, erections made to the building at the cost of the Operating Agency, within the above three months, failing which KINFRA shall remove such alterations, partitions and other erections and the cost of such removal will be recovered from the Operating Agency or from the security deposit lying with KINFRA.
- 5.31 In case of any dispute between the parties only the Court in Thiruvananthapuram have jurisdiction to entertain any such dispute.
- 5.32 **Accommodation for any staff/ labour is not permitted inside the Park.**