

**KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
(KINFRA)**

**REQUEST FOR PROPOSAL TO OPERATE, RUN AND MAINTAIN QUALITY
CONTROL LABORATORIES IN KINFRA PARKS AT MAZHUVANNOOR AND
KAKKANCHERRY**

1. INVITATION FOR BIDDING

- 1.1. **Kerala Industrial Infrastructure Development Corporation (KINFRA)**, a Statutory Body established by Govt. of Kerala has been the leader in providing industrial infrastructure for the State of Kerala. It has established a chain of Industrial Parks across the length and breadth of the State which include industry specific theme-based parks/special economic zones. For the Food Processing Industry, five Food Parks namely, KINFRA Food Processing Park (KIFPRO) at Kakkancherry, Special Economic Zone (Agro Food Processing) at Kakkancherry, Food Zone at KINFRA Small Industries Park (KSIP) at Mazhuvannoor, KINFRA Food Park at Adoor, and Sea Food Park at Aroor have been established.
- 1.2. The objective of setting up food parks is to facilitate investors/ entrepreneurs to set up food processing units with ease in industrial parks designed to suit their needs. Several common facilities are provided in Food Parks in the form of Common Facility Centres, for e.g. Quality Control Laboratory. The purpose of Q. C. Labs is to enable stakeholders of the Food Processing sector to ensure quality of their products and make sure that their products are safe for human consumption.
- 1.3. KINFRA wishes to select an Operating Agency through a transparent, competitive bidding process and invites Business Plan & Price Bid from interested parties in accordance with this "**Request for Proposal (RFP)**" to operate, run and maintain the Q. C. Labs in KINFRA Small Industrial Park at Mazhuvannoor and KINFRA Food Processing Park at Kakkancherry (hereinafter referred to as "Q. C. Labs"). This RFP has been prepared to assist prospective Bidders in taking suitable decision regarding the bid.

These Q. C. Labs will be given to the operator in “as is where is condition”. All aspects of work related to the overhauling, and maintenance of equipment if required shall be carried out by the Operating Agency at their cost. The rectification works of existing electrical, fire fighting systems and all supporting systems also shall be executed by the operating agency.

- 1.4. KINFRA invites offers from Bidders for operating, running and maintaining the Q. C. Labs as per the conditions stipulated in the RFP document.
- 1.5. In this RFP, the term "**Bidder**" refers to the interested party for operating, running and maintaining the Q. C. Labs in KINFRA Small Industrial Park at Mazhuvannoor and KINFRA Food Processing Park at Kakkancherry, and who submits Business Plan & Price Bid for the Q. C. Labs operation as per this RFP. Bidders should provide information sought herein the prescribed formats in order to accurately establish their qualification for operation of the Q. C. Labs in KINFRA.
- 1.6. Correspondence in response to this RFP as well as related queries must be addressed to **The Managing Director, KINFRA House, TC 31/2312, Sasthamangalam, Thiruvananthapuram- 695010**

2. PROJECT PROFILE

- 2.1. KINFRA has constructed Q.C. Labs in KINFRA parks as per details below:-

(a) Q.C Lab, KINFRA Small Industries Park (KSIP), Mazhuvannoor:

Quality Control Laboratory (KSIP), Mazhuvannoor is located within the premises of the Park office of KINFRA Small Industries Park, Mazhuvannoor. The park is situated at a distance of about 45 kms from Cochin City.

(b) Q.C. Lab, KINFRA Food Processing Park (KIFPRO), Kakkancherry:

Q.C Lab, KINFRA Food Processing Park (KIFPRO), Kakkancherry is located within the premises of the Park office of KINFRA Food Processing Park, Kakkancherry. The Park is located adjacent to Calicut University in Malappuram district and is about 20kms from Calicut city.

2.2. Facilities at Q.C. Lab at Small Industries Park (KSIP), Mazhuvannoor:

The floor area is about 1000 sq.ft. The rooms are fully furnished with modular laboratory furniture and provided with following equipments.

<i>Q.C. Lab, Mazhuvannoor</i>			
<i>Equipment</i>	<i>Quantity</i>	<i>Equipment</i>	<i>Quantity</i>
<i>Class I</i>		<i>Class II</i>	
Nitrogen Protein Analyzer	1	Air Oven	2
HPLC (High Performance Liquid Chromatography)	1	Vacuum Oven	1
AAS (Atomic Absorption Spectrometer)	1	Bacteriological Incubator	2
Flash (Rotary) Evaporator with circulating chiller	1	Muffle Furnace	1
UV Vis. Spectrophotometer	1	Laminar Flow	1
Binocular Microscope	1	Fume Hood	1
Electronic Balance	1	Autoclave	1
Gas Chromatograph	1	Centrifuge	1
Viscometer		Heating Mantle (3 types)	1 each
<i>Class II</i>		Vortex Mixer	1
Electronic Weighing Balance	1	Colony Counter	1
Distilled Water Unit	1	Quartz Glass Distilled Water Unit	1
Soxhlet Apparatus	1	Glass wares	provided
Hand Refractometer	2	Silica Ware	provided
Water bath	1	Markham's Apparatus	1
Hot Plate	2	SO2 Detection Apparatus	1
Magnetic Stirrer	1	Dean & Stalk Apparatus	1
Vacuum Pump	1	Lab Jack	3
pH Meter	1	Refrigerator	2
Autopipetter(4 types)	1 each	UPS System 1 KVA	1
Mixer cum grinder	1	UPS System 3 KVA	1

2.3. Facilities at Q.C. Lab at KINFRA Food Processing Park (KIFPRO), Kakkancherry

The floor area is about 1350 sq.ft. The rooms are fully furnished with modular laboratory furniture and provided with following equipments.

<i>Q.C. Lab, Kakkancherry</i>			
<i>Equipment</i>	<i>Quantity</i>	<i>Equipment</i>	<i>Quantity</i>
<i>Class I</i>		<i>Class II</i>	
Nitrogen Protein Analyzer	1	Air Oven	2
Flash (Rotary) Evaporator with circulating chiller	1	Vacuum Oven	1
UV Vis. Spectrophotometer	1	Bacteriological Incubator	2
Binocular Microscope	1	Muffle Furnace	1
Electronic Balance	1	Laminar Flow	1
<i>Class II</i>		Fume Hood	1
Electronic Weighing Balance	1	Autoclave	1
Distilled Water Unit	1	Centrifuge	1
Soxhlet Apparatus	1	Heating Mantle (3 types)	1 each
Hand Refractometer	2	Vortex Mixer	1
Water bath	1	Colony Counter	1
Hot Plate	2	Quartz Glass Distilled Water Unit	1

Magnetic Stirrer	1	Glass wares	provided
Vacuum Pump	1	Silica Ware	provided
pH Meter	1	Markham's Apparatus	1
Autopipetter(4 types)	1 each	SO2 Detection Apparatus	1
UPS System I KVA	1	Dean & Stalk Apparatus	1
UPS System 3 KVA	1	Lab Jack	3
Mixer cum grinder	1	Refrigerator	2

2.4. Scope of facilities and services to be offered in the Q.C. Labs by the Operating Agency

2.4.1. Operating, running and maintaining the Q.C. Labs for a period of 30 years.

2.4.2. Maintenance/ rectification of the existing equipment, if required.

2.4.3. Maintenance/ rectification of the existing electrification system, if required

2.4.4. Maintenance/ rectification of the building, if required

2.4.5. Maintenance/ rectification of the existing fire fighting system/other supporting systems (including laboratory equipment support systems), if required.

2.4.6. Providing all types of chemicals and other consumables and items required for Q. C. activities.

2.4.7. Implementing good laboratory practices.

2.4.8. Obtaining NABL accreditation for various tests to be conducted by it in a time bound manner as may be mutually agreed upon between Operating Agency and KINFRA.

2.4.9 Completing the preparatory activities and maintenance of equipments, and the Q.C. Labs should be ready for operation within four months from date of handing over possession of Q.C. Labs to the successful bidder (First three months from date of signing the agreement is earmarked for overhauling and maintenance of plant and machinery, and rent becomes payable thereafter. However, rent is payable if commercial operation has begun in the above mentioned period).

3. DIRECTIVES TO BIDDERS

3.1. Acknowledgement of the RFP

- 3.1.1. The interested parties shall download the Request For Proposal (RFP) document from KINFRA's website on payment of **Rs. 5000.00/-** (Rupees **Five Thousand only**) towards the fee of RFP document (Rs. 5000/ plus VAT @ 5%) and the same shall be paid through a Demand Draft drawn in favour of Managing Director , KINFRA and submitted along with RFP documents to KINFRA.
- 3.1.2. The bidders must fill, duly sign and return to KINFRA by letter or telefax the **"Acknowledgement of Request for Proposal and Notification of Intent to Bid"** form, attached as **Annexure A** before the pre-bid meeting which is scheduled to be held on **10th February 2016**.

3.2. Pre-Bid Conference

- 3.2.1. In order to clarify and discuss the issues with respect to the PROJECT, a Pre-Bid Conference shall be held with the Bidders on **10th February 2016** at **3.00 PM** at KINFRA ANNEXE Office, Vellayambalam.
- 3.2.2. Attendance of the Bidders at the Pre-Bid Conference is mandatory. Bidders, who do not attend the Pre-Bid Conference, will be disqualified from the further procedures and KINFRA has the right to not respond to questions or inquiries from any such Bidders.
- 3.2.3. The Bidders should indicate whether or not they intend to attend the Pre-Bid Conference, and should fill, duly sign and return to KINFRA by letter or telefax, the **"Attendance at Pre-Bid Conference"** form, attached as **Annexure B** before the Pre-Bid Conference.

3.3. Validity of Bid

3.3.1. Each Bid shall indicate that it will remain valid for a period not less than 180 days from the due date of the submission of the Bid (**Bid due date**). KINFRA reserves the right to reject any bid, which does not meet this bid validity requirement.

3.4. Tentative Schedule for the Bidding Procedure

3.4.1. The tentative schedule of the Bidding procedure is as follows. The schedule is subjected to change at the discretion of KINFRA.

Sl. No.	ACTIVITY	DATE (Tentative)	TIME (Tentative)
1	Pre-Bid Conference	10 th February 2016	3.00 PM
2	Last date of submission of Technical proposal /Business plan and Financial bid	20 th February 2016	3.00 PM
3	Opening of Technical proposal /Business plan	20 th February 2016	4.15 PM
4	Opening of Financial Bid	Will be intimated later	

3.5. Bid Due Date

3.5.1. Business Plan & Price Bid for each location should be submitted in two separate sealed envelopes, super scribed "Business Plan for the Operation and Maintenance of Q.C. Labs at KINFRA Park, -----(Mazhuvannoor/ Kakkancherry)" and "Price Bid for the Operation and Maintenance of the Q.C. Labs at KINFRA Park, ----
---- (Mazhuvannoor/ Kakkancherry)" respectively which will then be enclosed in one single sealed envelope for each location, clearly super scribed "Business Plan & Price Bid for the Operation and Maintenance of Q.C. Labs at KINFRA Park, -----
--(Mazhuvannoor/ Kakkancherry)", on or before **20th February 2016** on the address provided in the RFP. Bids submitted by facsimile or telex will not be accepted.

3.5.2. The interested parties may download the RFP document from the website of KINFRA and make payment of Rs.5000/- (Rupees Five Thousand only) towards

the fee of RFP document (Rs.5000/- +VAT @ 5%) through a Demand Draft drawn in favour of **Managing Director, KINFRA**, payable at Trivandrum and submit the same along with RFP proposal.

3.6. Earnest Money Deposit

3.6.1. **The Bidder must submit an interest free Earnest Money Deposit (EMD) of Rs.1,00,000 /- (Rupees One Lakh Only)** by way of Demand Draft (DD) drawn in favour of **Managing Director, KINFRA**, payable at **Trivandrum**. The Bids not accompanied by EMD will be summarily rejected. The EMD must be submitted along with the bid, in a separate sealed envelope, super scribed "**Earnest Money Deposit**".

3.6.2. The EMD of all unsuccessful Bidders will be returned within a period of thirty (30) days from the date of signing of the License Agreement with the successful Bidder. The EMD of any Bidder, whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP, will be returned within a period of thirty (30) days from the date of intimating the rejection of bid by KINFRA to the Bidder.

3.6.3. EMD of the successful bidder will be adjusted against the first year lease rent on signing the lease deed within the stipulated time.

3.7. Format and Signing of Bids

3.7.1. Bidder shall prepare one (1) copy of each bid for submission, **in addition to the original bids**. The bids and their copy shall be typed or written in indelible ink. The bidder shall initial any corrections/ amendments made to the bid.

3.8. Changes to Submitted Bids

3.8.1. Any material change to a submitted Bid, must be received before the Bid due date. Material changes in the Bid will not be permitted after the bid due date.

3.9. Sealing and Marking of Bids

3.9.1. The Bidder should provide all the information as per this RFP. KINFRA would evaluate only the Bids in the required format. Business Plan & Price Bid for each location should be submitted in two separate sealed envelopes, super scribed

“Business Plan for the Operation and Maintenance of Q.C. Labs, at KINFRA Park, ----- (Mazhuvannoor/ Kakkancherry)” and “Price Bid for the Operation and Maintenance of the Q.C. Labs at KINFRA Park, ----- (Mazhuvannoor/Kakkancherry)” respectively which will then be enclosed in one single sealed envelope clearly super scribed **“Business Plan & Price Bid for the Operation and Maintenance of Q.C. Labs at KINFRA Park, ----- (Mazhuvannoor/ Kakkancherry)”**.

3.9.2. The Bidder shall submit the Price Bid in the prescribed format as given in the **Annexure C/D** of this RFP. The Bidder shall quote a Lease Premium (in lump sum amount), higher than the upset price fixed by KINFRA. Any conditional Price Bid or Price Bid not in the format will be rejected.

3.9.3 The envelopes shall be addressed to:

ATTN. OF : **THE MANAGING DIRECTOR**
KINFRA
ADDRESS : **KINFRA House, TC 31/2312,**
Sasthamangalam,
Trivandrum - 695 010
Tel: 0471-2716585

3.9.4. KINFRA assumes no responsibility for the misplacement or premature opening of the Bids submitted. KINFRA will not be responsible for any postal delays or delay in transit for submitting the Bids

3.10. Right to accept any Bid and to reject any or all Bids

3.10.1. Notwithstanding anything contained in this RFP, KINFRA reserves the right to accept or reject any Bid/Bids and to annul the bidding process and reject all Bids, at any time prior to the signing of the license agreement without incurring any liability to the rejected Bidder/Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for rejection.

3.11. Successful Bidder

3.11.1. The successful Bidder shall be selected based on the maximum lease rent offered among the technically qualified bidder.

3.11.2. The Operation of Q.C. Labs will be awarded to the successful Bidder and would be intimated to come for signing of the Lease deed with KINFRA

3.12. Security Deposit

3.12.1. **The successful bidder shall make an interest free security deposit equal to one year annual lease rent (minimum rate + quoted amount) at the time of execution of the lease deed either by demand draft or in the form of bank guarantee from a scheduled bank towards the due performance of the obligation of the Operator under the lease deed and for recovery of any damages caused to the building, its fittings and equipments.**

Such security deposit will be refunded to the Operator on the expiry of the lease or otherwise on termination of the lease after adjusting any amount found due to KINFRA

3.13. Default and forfeiture of EMD

3.13.1. The EMD will be forfeited under the following circumstances:

- (a) If the successful Bidder does not sign the Lease deed within ten (10) days of issuance of intimation, after furnishing the security deposit.
- (b) If the Bidder withdraws his offer during the validity period as mentioned in Clause 3.3.1.

3.14. Approval

3.14.1. The selection of the Successful Bidder (Operator) will be subject to the approval of the Board of Directors of KINFRA.

4. SELECTION PROCESS

4.1. Pre-Qualification Criteria

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.

4.1.1. General

- The bidders must be Companies incorporated in India or registered partnerships in India or proprietary concerns.

4.1.2. Financial criteria

- A minimum annual service turnover of Rs. 10.00 lakhs.
- A minimum net worth of Rs. 50.00 lakhs (Audited financial results and Chartered Accountant Certificate are to be provided)

4.1.3 Experience Criteria

- Key Technical Personal: Person with M Sc or PhD qualification in chemistry with minimum experience of 5 years in independently managing food analysis.

4.1.4. Financial bid evaluation criteria

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 annual lease rental payable over and above the 'specified minimum rate' by the bidder. All other financial conditions will be fixed and no deviation will be allowed. They are as follows:

- **Minimum Rate per month is fixed as (a) Rs 42,478.00 per month for Q.C Lab at Mazhavanoor and (b) Rs15,701.00 per month for Q.C Lab at Kakkancherry; (Service Tax extra) and quotes below these amounts will be rejected respectively.**
- **Lease rent to be paid monthly in advance on the contract date**
- **Lease rent will be escalated every two year @ 12%.**
- **Lease deposit of one year lease to be deposited on signing the contract.**
- **Operation and maintenance contract will be for a period of 30 years, which can be terminated from the either side by 6 months notice.**
- **Service tax will be applicable for lease rent.**

The bid will be selected on the basis of the highest lease rent bidder.

4.1.5. Bidding Process

- 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 Q.C Labs.

- The financial bids of the proposals received would be opened and evaluated of only those bidders who satisfy the above eligibility criteria.

4.2. Format of Bids

The technical proposal should be submitted with a covering letter as per **Annexure E** and should include all the required details in the format as given in **Annexure F**.

4.2.1. The technical proposal should contain

- The details of (1) key technical person with MSc or PhD qualification in chemistry proposed to be engaged by the applicant firm with experience of over 5 years in independently managing food analysis, (2) food analyst with MSc or BSc (Chemistry) with minimum experience of two years in physiochemical analysis of food products and (3) microbiologist with MSc or BSc (Microbiology) with minimum experience of two years in microbiological analysis of food products. The details provided should also include the name, age, educational qualifications and experience technical persons. Copy of bio data may be submitted.
- Business plan should indicate quantity of samples proposed to be handled, type of analysis proposed, the investment proposal, i.e. amount of proposed investments, period, and operational plan.
- Documents proving that the bidders must be companies incorporated in India or registered partnership in India.
- Documents proving net worth of the bidder
- Documents proving annual turnover.

4.2.2 Financial bid shall be submitted in the format given as ANNEXURE C/D.

5. TERMS AND CONDITIONS

- 5.1. The Q.C Labs will be given to the Operating Agency in **“as is where is condition”**. The maintenance of existing equipments, electrical, fire fighting system, all support systems (including that of lab equipments) and building shall be executed by the Operating Agency. **No external additions, alterations, modifications to the existing building shall be made in any manner without the written consent of KINFRA and the Operating Agency shall maintain the building in good tenable condition. Any additional equipment 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 utilize the Q.C. Labs as common facility centres for quality assurance and analysis for the benefit of the Food Processing Industry of the State in general and for industries within the parks in particular. These facilities shall cater to the needs of all sectors of Food Processing Industry.**
- 5.3. The lease rent should be paid in advance before 30 days of the due date every month. **Service tax is applicable for lease rent.**
- 5.4. All rates, taxes including service tax, building tax during the lease period and all assessments, charges, claims, consent fee levied by the Pollution Control Board, demands and outgoing shall be borne by the Operating Agency.
- 5.5. The Operating Agency shall maintain the building, Q.C. Lab equipment and supporting equipments, electrical installations etc handed over by KINFRA in good condition and shall compensate KINFRA for any damages to such properties with its replacement value.
- 5.6. The Operating Agency shall employ his own employees for running the Q.C. Labs and KINFRA will not be liable for any claim in respect of such employees.
- 5.7. 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 labour laws whether central or State and the Operating Agency shall comply with all the requirements of such laws.
- 5.8. The employees engaged by the Operating Agency shall be courteous in their behaviour towards the guests and employees of the KINFRA and if any complaints are received about their behaviour, the Operating Agency shall take immediate step to remove such employees from the premises on a notice from KINFRA.

- 5.9. 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.
- 5.10 The vehicles coming to the Q.C. Labs should be parked only at the allotted premises within the Park Office area and shall not cause any inconvenience or annoyance to other units and for the free movements of other vehicles with in the park
- 5.11. **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 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 received from the Operating Agency or from the security deposit lying with KINFRA.**
- 5.12 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.
- 5.13 All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, 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.
- 5.14 The building, equipments, furniture and fittings excluding additional equipments exclusively acquired out of the funds of the Operating Agency, 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.

- 5.15. **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 Q.C Lab and for any claim for damages arising out of such action of the operating Agency and / or his employees**
- 5.16. Operating Agency to obtain NABL Accreditation for various tests to be conducted by it, in a time bound manner, as may be mutually agreed upon between it and KINFRA.
- 5.17. Operating Agency to establish fair and unbiased systems e.g. systems of coding of samples: cross referral or cross checking systems etc.
- 5.18. Operating Agency will take full responsibility for proper upkeep and maintenance of all the equipment/instruments/furniture handed over to them at their cost. These would include:
- Careful handling and operation of the equipments by the Operating Agency's technical staff.
 - Proper maintenance of machines through annual maintenance contracts.
 - Replacement of worn out or damaged parts, components etc with genuine spares, part or components from the manufacturers.
 - All consumables of the equipments/instruments that are needed for proper functioning of the equipment will have to be arranged by the Operating Agency at its cost.
 - At the end of the period of operation of running and maintenance of the laboratory, the Operating Agency will entrust back to KINFRA the laboratory with the equipments in proper and working condition without damage.
- 5.19. The Operating Agency will enter into annual maintenance contract to ensure proper upkeep of equipments. Separate maintenance contracts would have to be entered into for each equipment separately with equipment/instrument manufacturer for

Class 1 equipments. The equipments coming under class II can be serviced through authorized or competent maintenance contractors.

- 5.20. 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.
- 5.21. The Operating Agency shall not sublet, under let, lease, assign or transfer the operation of the Q.C. Labs 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.
- 5.22. 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).
- 5.23. 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.
- 5.24. The operating Agency shall also pay the electricity charges to KSEB as per tariff fixed by KSEB from time to time. Generator will be provided by KINFRA in **“as is where is condition.”**
- 5.25. The operating Agency shall pay the water charges to KINFRA as per tariff fixed by KINFRA from time to time.
- 5.26. 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.
- 5.27. On the expiry of the lease, the Operating Agency shall hand over all articles, which were entrusted as per the schedule annexed in good condition to the satisfaction of KINFRA.

- 5.28. In case of any dispute between the parties only the Court in Thiruvananthapuram have jurisdiction to entertain any such dispute.

ANNEXURE A

**ACKNOWLEDGEMENT OF THE REQUEST FOR PROPOSAL AND NOTIFICATION
OF INTENT TO BID**

The undersigned hereby acknowledges receipt of the RFP from Kerala Industrial Infrastructure Development Corporation and gives notice of its intent to submit the Bids. The undersigned confirms that the Applicant is in possession of the entire RFP.

Note: *This form should be duly signed and returned to KINFRA by letter or tele-fax before the pre-bid meeting which is scheduled to be held on **10th February 2016**.*

The letter should be addressed to the attention of the Managing Director, KINFRA, in the address for correspondence given in the Bid.

.....
Name (Company)

.....
Signature

.....
Name of Signatory (Printed)

.....
Title of Signatory (Printed)

.....
Date of Receipt of Document

.....
Date of transmittal of this form

ANNEXURE B

ATTENDANCE AT THE PRE-BID CONFERENCE

The Pre-Bid Conference is scheduled on **10th February 2016** at KINFRA ANNEXE Office, Vellayambalam, Trivandrum. The Conference will begin at **3.00 PM**.

The undersigned hereby confirms that the Bidder will [] will not [] attend the Conference.

The number of representatives expected to attend the Pre-Bid Conference is []. The name(s) of person(s) likely to attend/represent the Bidder is/are as follows:

- 1.
- 2.
- 3.

(Please note that all attendees should carry an authorisation by the Bidder).

The undersigned hereby acknowledges that he/she understands that if the Bidder does not attend the Pre-Bid Conference, KINFRA is not obligated to respond to inquiries from the Bidder after the date of the Pre-Bid Conference.

Note: *This form should be duly signed and returned to KINFRA by letter or telefax before the Pre-Bid Conference to the address for correspondence given in the Bid.*

.....
Name (Company)

.....
Signature

.....
Name of Signatory (Printed)

.....
Title of Signatory (Printed)

.....
Date of transmittal of this form

ANNEXURE C

Price Bid Operation and Maintenance of Quality Control Laboratory in KINFRA Small Industrial Park at Mazhuvannoor
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I / We hereby offer to KINFRA, a Lease Rent for the operation and maintenance of the Q.C. Lab in KINFRA Small Industrial Park at Mazhuvannoor as per the following table.

Total fixed minimum upset price for Q.C Lab at KSIP Mazhuvannoor		Lease rent offered	
Amount in figures (Rs)	Amount in words (Rs)	Amount in figures (Rs)	Amount in words (Rs)
42,478.00	Forty Two Thousand Four Hundred and Seventy Eight only		

Lease rent will be escalated every two year @ 12%.

Service Tax will be extra

I / We hereby declare that all the terms & conditions stipulated by KINFRA with regard to this PROJECT have been gone through carefully and are acceptable to me /us. The maximum payment offered by me/us in lieu of the lease of the Quality Control Laboratory is furnished above. We are also willing to accept the instructions issued by the Managing Director, KINFRA, anytime with regard to the operation, running and maintenance of the Quality Control Laboratory.

Place:

Signature

Date:

Name & Address of authorized signatory

Note: The Annual Lease Rent offered should be higher than the Total Minimum Upset lease rent for the Q.C Lab at KSIP Mazhuvannoor fixed by KINFRA.

ANNEXURE D

Price Bid
Operation and Maintenance of Quality Control Laboratory in KINFRA Food
Processing Park at Kakkancherry

I / We hereby offer to KINFRA, a Lease Rent for the operation and maintenance of the Quality Control Laboratory in KINFRA Food Processing Park at Kakkancherry as per the following table.

Total fixed minimum upset price for Q.C Lab at KIFPRO Kakkancherry		Lease rent offered	
Amount in figures (Rs)	Amount in words (Rs)	Amount in figures (Rs)	Amount in words (Rs)
15,701.00	Fifteen Thousand Seven Hundred and one only		

Lease rent will be escalated every two year @ 12%.

Service Tax will be extra

I / We hereby declare that all the terms & conditions stipulated by KINFRA with regard to this PROJECT have been gone through carefully and are acceptable to me /us. The maximum payment offered by me/us in lieu of the lease of the Quality Control Laboratory is furnished above. We are also willing to accept the instructions issued by the Managing Director, KINFRA, anytime with regard to the operation, running and maintenance of the Quality Control Laboratory.

Place:

Signature

Date:

Name & Address of authorized signatory

Note: *The Annual Lease Rent offered should be higher than the Total Minimum Upset lease rent for the Q.C Lab at KIFPRO, Kakkancherry fixed by KINFRA.*

ANNEXURE E

Format of Letter by Applicant

To,

**The Managing Director,
Kerala Industrial Infrastructure Development Corporation,
KINFRA House, TC 31/2312, Sasthamangalam,
Thiruvananthapuram- 695010.**

Sub: Request For Proposal for running and maintenance of Quality Control Laboratory – Technical proposal.

Dear Sir,

We, the undersigned Applicant have read and examined in detail the RFP Bid document for operation, running and maintenance of Quality Control Laboratories at KINFRA Small Industries Park at Mazhuvannoor and KINFRA Food Processing Park at Kakkancherry.

We confirm having submitted all the details in support of qualifying criteria as required by you along with this Application and all other necessary documents. In case you require any further information in this regard, we agree to furnish the same.

We hereby declare that the Statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that we were never blacklisted by any Central/ State Government/PSU/Public Authority or Organization.

We understand that you are not bound to accept all or any RFP bid you receive.

Yours sincerely,

.....

Name (Company)

.....

Signature

.....

Name of Signatory (Printed)

.....

Title of Signatory (Printed)

.....
Date of transmittal of this form

ANNEXURE F
Format of Applicants Profile

Name of the applicant	
Address	
Constitution (Company/ Firm/ Trust)	
Details of EMD submitted	
Details of a clear business plan with detailed plan for the running and maintenance of the Q.C Labs	
Details of business plan which indicates the investment proposal, amount of investment and period of operational plan.	
Details of minimum annual service turnover of 10 lakhs	
Details of minimum net worth of 50 Lakhs	
Details of audited financial results	
Details of supporting documents that the Key Person is with M Sc or PhD qualification in chemistry with minimum experience of 5 years in independently managing food analysis	
Details like name, age, educational qualifications and experience of Technical Team members. 1) Food Analyst 2) Microbiologist	
Details of comfort letters regarding investment and operating funds (If any).	
Contact Person (Name & Designation)	
Telephone	
Email	
Address	

Note: Additional data may be provided if required, in separate sheets.