



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF OPERATING AGENCY TO OPERATE, MAINTAIN & MANAGE
PACK HOUSE**

AT

KINFRA MEGA FOOD PARK, KOZHIPPARA, PALAKKAD, KERALA

BID NO. : KINFRA/MFP/RFP-PH-R-01/2021-22

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

www.kinfra.org

Tel: 0471-2726585

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Email: kinfraannexe@gmail.com



Bid No : KINFRA/MFP/RFP-PH-R-01/2021-22

Name of the Work : Selection of Operating Agency to Operate, Maintain and Manage Pack house at KINFRA Mega Food Park at Palakkad.

Locality : Kozhippara, Palakkad, Kerala.

Last date of Submission : 04/10/2021 at 5.00PM

Name of Bidder ;

Address of Bidder :
.....
.....

DISCLAIMER

All information provided as a part of this Request for Proposal (RFP) document to the prospective Applicants by the Kerala Industrial Infrastructure Development Corporation (KINFRA), is subject to the terms and conditions set out in this RFP and any addendum to the same (as and when issued in writing).

This RFP document is not an agreement by the KINFRA to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals.

This RFP document does not claim to contain all the information each Applicant may require. Each Applicant is advised to conduct its own due diligence and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources as deemed necessary. KINFRA 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 this RFP document. KINFRA may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Kerala Industrial Infrastructure Development Corporation (KINFRA)

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Press Notice



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

Tender

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

Name of work: Selection of Operating Agency to Operate, Maintain and Manage Pack House at KINFRA Mega Food Park. Palakkad

Bid Fee	EMD	Last Date of Submission
5,000.00 + GST (18%)	Rs 50,000.00/-	04/10/2021 at 05.00 PM

The RFP document(s), can be downloaded from the website www.kinfra.org. For more details visit the web site www.kinfra.org.

Place: Thiruvananthapuram

Sd/-

Date: 18/09/2021

Managing Director

Notice Inviting Request for Proposal

Managing Director, KINFRA invites RFP (Request for Proposal) in two cover bid system for the following work in the prescribed form, from competent and eligible agencies/firms who fulfill the eligibility criteria prescribed.

Sl. No	RFP No	Name of work & Location	EMD	Period of Operation of Pack House	Last date of submission of RFP document, EMD, RFP Document Fee & Other documents as specified	Time & Date of opening of Technical Bid
1	2	3	5	6	7	8
1	KINFRA/MFP/RFP-PH-R-01/2021-22	Selection of Operating Agency to Operate, Maintain & Manage PackHouse in KINFRA Mega Food Park	50,000.00	10 Years	04/10/2021 at 5.00PM	05/10/2021 at 12.00PM

1. The Pack House is in the Cold Storage Complex Building. The Cold Storage Complex consists of three components namely Cold Storage, Packhouse and Ripening Chamber.
2. Bidders who fulfil the following requirements shall be eligible to apply:
 - i. Should have at least 2 years of experience in service business preferably in supply chain or logistics business.

OR

Food Processing Companies with 2 years of food processing experience preferably in fruit and vegetable processing

OR

Farmer Producer Company/Farmer Groups registered with NABARD, CDB or Govt. body or Govt. Departments with experience of 2 years as a farmer group.

- ii. Should have had annual financial turnover of Rs 75.00 Lakhs from business/activities (as listed under [i] above) during any two financial years during the 5-year period from 2016-17 to 2020-21 (Certificate from CA to be submitted).

OR

Rs 40.00 lakhs in the case Farmer Producer Companies/Farmer Groups. (Certificate from CA to be submitted).

- iii. Should have a networth of not less than Rs 75.00 Lakhs;

OR

Rs 25.00 Lakhs in the case of Farmer Producer Companies/Farmer Groups. (Certificate from Chartered Accountant to be submitted).

- iv. Should have GST Registration in Kerala.
3. The intending bidder must read the terms and conditions of **RFP document** carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
 4. Information and Instructions for bidders posted on website shall form of bid document.
 5. The tender document(s), may be downloaded free of cost from KINFRA's website www.kinfra.org. No payment is required for downloading the tender documents from the above website, however a bid submission fee, as mentioned below in this document, is required to be remitted through demand draft and submitted along with bid documents. Only those bidders fulfilling eligibility criteria on the date of bid submission shall submit the bids.
 6. Tender fee of **Rs.5,000.00/-+ GST (18%)** shall be remitted through a demand draft payable at Thiruvananthapuram and drawn in favour of Managing Director, KINFRA and submitted along with RFP documents to KINFRA..
 7. Earnest Money Deposit (EMD) amounting to **Rs. 50,000.00/-** (Rupees Fifty Thousand only) to be remitted through demand draft payable at Thiruvananthapuram and drawn in favor of Managing Director, KINFRA. The EMD of all unsuccessful Bidders will be returned within a period of thirty (30) days from the date of issuing the work order 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.

8. Security Deposit, the amount collected at the time of executing contract agreement, will be the quoted amount payable in the first twelve months and the deposit will be retained till 3 months after the expiry of contract agreement. The successful bidder shall make an interest free security deposit 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 agreement and for recovery of any damages caused to the building or its fittings. The validity of BG shall be up to 3 Months after period of operation mentioned in the document.
9. Manpower: The Operating Agency is required to employ the following manpower to ensure the smooth operations of the facilities at Pack House. Compliance to this condition is a mandatory requirement, failing which the Operating Agency shall lose their right to operate, maintain and manage the facility.

Pack house- Should have key Technical Person/s with supervisory experience of over 2 years in agro/food processing preferably in fruit & vegetable processing for shift-wise operations (qualified with diploma in engineering or equivalent course) and Forklift operator with 5 years' experience and with LCV driving license, preferably having endorsement for fork lift operation.

10. All bids submitted shall consist of a Technical Bid and a Price Bid and should be submitted in two separate sealed envelopes, super scribed "Technical Bid for Selection of Operating Agency for operation, maintenance and management of Pack House" (Ref Annexure B) and "Price Bid for Selection of Operating Agency for operation, maintenance and management of Pack House" (Ref Annexure C) respectively, which will then be enclosed in one single sealed envelope clearly super scribed "Technical Bid & Price Bid for Selection of Operating Agency for operation, maintenance and management of Pack House for KINFRA Mega Food Park at Palakkad". This sealed cover shall be addressed to The Deputy Manager (Technical), KINFRA Mega Food Park, Kozhippara, Palakkad – 678 557, Phone – 0492 3204586.
11. The tender in the prescribed format along with EMD and other required details, in sealed cover should reach **KINFRA Mega Food Park, Kozhippara, Palakkad – 678 557, Phone – 0492 3296681 on or before 04/10/2021 at 5.00PM**. Bids submitted by facsimile or telex will not be accepted.
12. The bidder is advised to submit the bids well before the stipulated date and time. In this regard, KINFRA shall not be responsible for any kind of issues faced by the bidder.

13. The bidders who submit their bids for this tender shall accept that they have clearly understood and agreed to the terms and conditions including the Form/Annexure of this tender. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
14. The Bids should be duly signed by the bidder. The bids shall be typed or written in indelible ink. The bidder shall initial any corrections/amendments made to the bid. 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.
15. **Certificate of Financial Turnover:** At the time of submission of bid, bidder may enclose Affidavit/ Certificate from **CA** mentioning Financial Turnover of last 5 years or for the period as specified in the bid document. The documents related to account statements may be submitted along with Technical Bid.
16. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the technical bid shall be communicated to them at a later date.
17. Pre-Bid conference shall be held at KINFRA Mega Food Park, Kozhippara, Palakkad on 23/09/2021 at 12.00 PM to clear the doubt of intending bidders, if any. The bidders can also attend the pre-bid meeting in online, the link will be shared with them, if they request through email kinframfp@yahoo.in. The queries shall be sent to the same email id atleast one day prior to the pre-bid meeting. For further clarification, the bidders may contact Ms. Geesha.A.K, Phone No.:- 9207711852/ 04923 – 296681)
18. The competent authority on behalf of Managing Director, KINFRA does not bind itself to accept the highest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
19. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.

20. The competent authority on behalf of Managing Director, KINFRA reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
21. The bid submitted shall become invalid and fee shall not be refunded if:
- The bidder is found ineligible.
 - The bidder does not submit all the documents as stipulated in the bid document.
 - The Bids not accompanied by EMD and tender cost will be summarily rejected.
22. ***The bid for the works shall remain open for acceptance for a period of One hundred twenty (120) days from the date of opening of technical bid.*** If any bidder withdraws his bid before the said period or issue of work order, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to KINFRA, then KINFRA shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
23. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
24. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

IMPORTANT INFORMATION

S. No	Information	Details
1	Date of Issue of RFP Document	18/09/2021
2	Pre-Bid Meeting	23/09/2021 at 12.00 PM
3	Last date of submission of Bid	04/10/2021 at 5.00PM
4	Earnest Money Deposit (EMD)	Rs. 50,000.00/-
5	Bid Submission Fee (Non-refundable)	Rs 5,000/-+ GST (18%)
6	Technical Bid Opening	05/10/2021 at 12.00 PM

INVITATION FOR BIDDING

INTRODUCTION

- 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 Kakkanchery, Special Economic Zone (Agro Food Processing) at Kakkanchery, Food Zone at KINFRA Small Industries Park (KSIP) at Mazhuvanoor, KINFRA Food Park at Adoor, and Seafood Park at Aroor have been established.
- 1.2. KINFRA is setting up Mega Food Park under the Mega Food Park Scheme (MFPS) of Ministry of Food Processing Industry (MoFPI), Government of India. The primary objective of the scheme is to provide modern infrastructure facilities along the value chain from the farm to the market. The major facility called the Centralized Processing Center (CPC) consisting of developed land for food processing units, is located in an area of about 79.42 acres at Elappully and Pudussery villages near Walayar in Palakkad. The CPC is also provided with a number of common processing facilities, of which **PackHouse** is a part. The CPC is further supported by four Primary Processing Centres at Mazhuvanoor (Ernakulam District), Koratty (Thrissur District), Kakkanchery (Malappuram District) and Kalpetta (Wayanad District) for undertaking pre-processing activities of produces from farmers to facilitate the linkage of agriculture production in the region with the food processing activities.
- 1.3 KINFRA Mega Food Park has excellent connectivity being located in the industrial belt of Palakkad region (*road connectivity with national highway NH 544 @ 5.5 kms, and with state highway SH 52 @ 9 kms; railway connectivity with Palakkad Junction railway station @ 20 kms; seaport connectivity with Kochi seaport @ 162 kms; airport connectivity with Coimbatore airport @ 40 kms*).
- 1.4 The Park provides basic enabling infrastructure like road network, sewerage system, power supply, water distribution system, as well as common processing facilities etc. The developed land is allotted to food processing units on long term lease basis.
- 1.5 The Pack House, set up in KINFRA Mega Food Park are part of the Common/Core Processing Facilities provided for the food processing industries in the Park as well as for those in the region around the Park. Common Processing Facilities are infrastructural facilities provided by KINFRA to support operations of the food processing sector, by which they can utilize these facilities as per individual requirements against payment of

user fees for the period of use. The Pack House is an infrastructure facility meant for value addition of produces.

BIDDING

2.1 KINFRA wishes to select an Operating Agency for operation, maintenance and management of Pack House through a transparent, competitive two-bid process and invites Technical Bids including business development plans & Price Bids from interested parties in accordance with this "Request For Proposal (RFP)". This RFP has been prepared to assist prospective Bidders in taking suitable decision regarding the bid.

2.2 KINFRA invites offers from Bidders for operating, maintaining and managing the Pack House as per the conditions stipulated in the RFP document.

2.3 KINFRA shall fix **Minimum or Reserve Monthly Lease Price** for Pack House. The Bidder shall quote an amount higher than the minimum or reserve monthly lease price for Pack House. Bids below the fixed minimum or reserve monthly lease price would be summarily rejected. The bidder who quotes highest bid would be selected.

2.4 In this RFP, the term "Bidder" refers to the interested party for operating, maintaining and managing the Pack House in KINFRA Mega Food Park at Palakkad, and who submits Technical Bids including business development plans & Price Bids for the Pack House operation as per this RFP. Bidders should provide information sought herein in the prescribed formats in order to accurately establish their qualification for operation of the Pack House in KINFRA.

2.5 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.

2.6 Details of Pack House Facilities:

- Capacity: 10 MT per hour of fruits and vegetables.

Section	Area
Raw Material Section	22.50 sq m
Pack House Section	635.73 sq m
Loading Bay	220.36 sq m

- *Washing* – Provided with feeding conveyor, pressurized water cleaning system, with provisions for final washing through water sprinkling, and with inclined roller conveyors; also with provision for high pressure water cleaning of the equipment.
- *Sorting* – Sorting cum inspection conveyor provided.
- *Drier* – Burner type hot air drier (without electric heating) with roller conveyors, provided with provisions for controlling air intake, and provided with temperature control system.
- *Waxer* – Waxing equipment provided with bristle rollers and moving wax sprayer.
- *Size Grader* – Grader with provision for 4 level grading.
- All equipment are made of stainless steel make.
All the equipment are movable and positions can be interchanged or new equipment can be added to the Pack House line depending on requirements of the market.
All equipment are controlled by single control board panel (by one single operator) with separate controls provided for each equipment.
- *Other Items provided in the Pack House:*
Tables – 10 Nos of stainless steel tables,
Crates – 3200 Nos,
Pallets – 150 Nos, Capacity – one ton; size 1200 X 1000 mm; HDPE injection moulded perforated pallets.
Hand-operated Pallets Trucks – 4 Nos of 2.50 Tons capacity.
- *Dock Station* – 2 Nos – With motorised overhead doors and dock leveller; provided with dock shelter.
- *Fire Detection System* – Complying with the latest norms approved by Fire Department:
Provided with wet sprinkler system and fire hydrant system.
Provided with public address system connected to all areas and controlled from the office area with Data Display addressable Fire Alarm System
Provided with Smoke Detectors
Provided with Manual Call Points.
- *Lighting* – LED highbay lights.

- Inside environment – Inside environment is temperature-controlled (air-conditioned).

General: Cold Storage Complex(common to Cold Storage/Pack House/Ripening Chamber) provided with:

- Common paver block tiled yard with ample space for management of vehicles.
- Dedicated common underground and overhead tank for fire detection system.
- Common Office Space (262.50 sq m) to be apportioned between the three components.
- Common toilets.
- Common back up DG power. Pack House and Ripening Chamber shall avail back up power from Cold Storage operator on payable basis.
- Fire Detection System is common.

SCOPE OF SERVICES TO BE OFFERED BY OPERATING AGENCIES AT PACKHOUSE.

3.1 The Operating Agency will operate, maintain and manage the facilities 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 operations of the Pack House and will keep the facilities in safe and proper working condition.

3.3 The Operating Agency for Packhouse shall offer 'pre-processing services' or 'primary processing services' that involve collection of raw materials, its sorting into various categories based on requirement of processors, exporters, retail/super markets etc.

The Packhouse operations may include a backward linkage component or procurement of raw materials from farmers through a network of Collection Centres (to be identified and managed by the Operating Agency) and a forward linkage component including customers such as food processing companies in Mega Food Park/other food processing companies/exporters/retailers/supermarkets/institutional buyers etc.

3.4 The Operating Agency shall be responsible for managing the entire operations including payments and receipts of proceeds from the operations to the farmers/suppliers/customers.

3.5 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.

3.6 The Operating Agency shall be responsible for periodic repair and maintenance as well as breakdown repair and maintenance of the Pack House facilities.

3.7 The Operating Agency shall follow Good Manufacturing Practices, as applicable.

3.8 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 Pack House will be through a transparent, competitive two-bid process consisting of Technical Bids and Financial Bids.

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 Experience

Packhouse- Should have at least 2 years of experience in service business preferably in supply chain or logistics business

OR

Food Processing Companies with 2 years of food processing experience preferably in fruit and vegetable processing

OR

Farmer Producer Company/Farmer Groups registered with NABARD, CDB or Govt. body or Govt. Departments with experience of 2 years as a farmer group.

4.3.2 Turnover

Packhouse- Should have had annual financial turnover of Rs 75.00 Lakhs from business/activities (as listed under [4.3.1] above) during any two financial years in the 5-year period from 2016-17 to 2020-21 (Certificate from CA to be submitted).

OR

Rs 40.00 lakhs in the case Farmer Producer Companies/Farmer Groups. (Certificate from CA to be submitted).

4.3.3 Net worth

Packhouse- Should have a networth of not less than Rs 75.00 lakhs

OR

Rs 25.00 Lakhs in the case of Farmer Producer Companies/Farmer Groups. (Certificate from Chartered Accountant to be submitted).

4.3.4 Should have GST Registration in Kerala.

4.4 The technically qualified bidders, who satisfy 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 Pack House is **Rs 2,19,000.00**
Bidders are required to quote above minimum or reserve monthly lease rent and any quote below this amount will be summarily rejected.
- Lease rent 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 will be escalated once every two year @ 12%.**
- **Lease deposit (Security Deposit) of twelve months lease to be deposited** (Security Deposit) on signing the contract.
- 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.

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

- Documents proving that the bidders must be companies incorporated in India or registered partnership in India.
- Certificate issued by CA certifying annual financial turnover during the five years ending 31st March 2021, as applicable.
- Certificate issued by CA certifying current networth of the bidder.
- Profit and Loss Statement and Balance Sheet during five years ending 31st March 2021, as applicable.
- Business Plan should indicate proposed Pack House capacity utilization, material/ stock identified for Pack House, 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 ANNEXURE C.

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, maintaining and managing the Pack House. 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 bidder.

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 Pack House will be given to the Operating Agency for operation, maintenance and management of the facility. No external additions, alterations, modifications to the existing building/equipments shall be made in any manner without the written consent of KINFRA. Any additional equipment/requirement (such as forklifts, material handling equipment, weighing machines, crates or pallets, jet washing 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 Pack House 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. The Operating Agency shall ensure the adoption of standard operation and maintenance practices of all equipment as per manufacturers' manual to ensure that equipment are not deteriorated beyond regular wear and tear.
- 5.3 The Operating Agency for Pack House shall offer services such as procurement of agri-produces, processing related services such as cleaning, washing, grading, packing and other allied services of agri produces, as well as distribution and logistics for its clients OR undertake the same as job work for those clients who bring the raw material and take back the product after conversion.
- 5.4 The Operating Agency for Pack House shall follow Good Post Harvest Management Practices and Good Manufacturing Practices while offering services to their 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 Pack House 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 Pack House 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 market their services and collect 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. In cases where Operating Agency procures raw materials directly from farmers through collection centres, it shall also be responsible for effecting prompt payments at fair prices to farmers.
- 5.8 The Operating Agency shall give first preference to the requirements of the units inside KINFRA Mega Food Park. The Operating Agency shall make sure that Pack House 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 Pack House 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 Pack House 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 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.
- 5.13 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, if required, shall avail DG back up support from the DG set provided for the Cold Storage Complex under the operation and management of the Operator for Cold Store on cost sharing basis.
- 5.18 The Operating Agency shall pay the water charges to KINFRA as per tariff fixed by KINFRA from time to time.
- 5.19 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.
- 5.20 All expenses incurred in connection with operation, maintenance and management of Pack House, including repair and maintenance works shall be borne by the Operating Agency.
- 5.21 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.
- 5.22 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.
- 5.23 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.

- 5.24 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.
- 5.25 The Operating Agency shall maintain the Pack House and its premises in good sanitary condition and undertake annual maintenance of the building at his cost at regular intervals.
- 5.26 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.
- 5.27 The vehicles coming to the Pack House 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 within the Park
- 5.28 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.
- 5.29 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.
- 5.30 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.
- 5.31 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.

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

ANNEXURE A
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 Operation, Maintenance and Management of Pack House–
Technical Proposal.

Dear Sir,

We, the undersigned Applicant have read and examined in detail the RFP Bid document for operation, maintenance and management of Pack House at KINFRA Mega Food Park at Palakkad.

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

Technical Bid
Operation, Maintenance & Management of Pack House
in KINFRA Mega Food Park at Palakkad

ANNEXURE B

Name of the Applicant	
Address	
Constitution (Company/ Firm/Proprietorship) <i>(if applicable)</i>	
<i>[To enclose relevant document]</i>	
Food Processing Firm in KINFRA Mega Food Park <i>(if applicable)</i>	
<i>[To enclose Allotment Letter issued by KINFRA]</i>	
Farmer Producer Company or Farmer Group <i>(if applicable)</i>	
<i>[To enclose Registration Document issued by respective Govt. Body]</i>	
Details of EMD submitted	
Details of a clear business plan with detailed plan for the operation, maintenance & management of Pack House for 5 years.	
<i>[To enclose Business Plan Document]</i>	
Details of business plan which indicates the amount of investment, details of projected income and projected expenditure.	
<i>[To enclose Business Plan Document]</i>	
Details of annual financial turnover during the 5- year	

period ending 31.03.2021. <i>[To enclose Account Statement and Chartered Accountant certificate]</i>	
Details of audited financial results during the 5- year period ending 31.03.2021. <i>[To enclose Account Statement and Chartered Accountant certificate]</i>	
Details of Net worth <i>[To enclose Chartered Accountant certificate]</i>	
Manpower Details <i>[To enclose manpower details along with supporting documents]</i>	
Contact Person (Name & Designation)	
Telephone	
Email	
Address	

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

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.

Place:

Signature

**Date:
Signatory**

Name & Address of Authorized