

REQUEST FOR PROPOSAL

(RFP)FOR

SELECTION OF OPERATING AGENCY TO OPERATE, MAINTAIN AND MANAGE WEIGHBRIDGES FOR PRIMARYPROCESSINGCENTRES

AT

- (I) KINFRA SMALL INDUSTRIES PARK KORATTY
- (II) KINFRA SMALL INDUSTRIES PARK NELLAD
- (III) KINFRA SMALL INDUSTRIES PARK KALPETTA

BidNo.:KINFRA/MFP/WB-RFP/01/2022-23

Kerala Industrial Infrastructure Development
Corporation(A StatutoryBodyofGovt.ofKerala)
KINFRAHOUSE,TCNO.31/2312,SASTHAMANGALAMP.O,
THIRUVANANTHAPURAM-695010
www.kinfra.org

Tel:0471-2726585 Fax: 0471-2724773

Email: kinfraannexe@gmail.com



Bid No	:	KINFRA/MFP/WB-RFP/01/2022-23
Name of the Work	:	Selection of Operating Agency to Operate, Maintain and Manage Weigh bridges of Primary Processing centres at KINFRA Small Industries Park, Koratty, Nellad and Kalpetta.
Locality	:	Koratty, Nellad and Kalpetta Kerala.
Last date of Submission of Tender	:	26/04/2022 at 2.00 PM
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)(A StatutoryBody ofGovt.ofKerala)
KINFRAHOUSE,TCNO.31/2312,SASTHAMANGALAMP.O,
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PressNotice



KERALAINDUSTRIALINFRASTRUCTUREDEVELOPMENTC ORPORATION(KINFRA),

Thiruvananthapuram, Kerala

RequestForProposal(RFP)

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

Name of work: Selection of Operating Agency to Operate, Maintain and Manage Weighbridges for Primary Processing Centers at KINFRA Small Industries Park, Koratty, Nelladand Kalpetta.

Bid Fee	EMD	LastDate
Rs.2000.00+ GST(18%)	Rs.14,750.00	26/04/2022 at 2.00 PM

TheRFPdocument(s), canbedownloaded from the website www.kinfra.org. For more details visit the web site www.kinfra.org.

Place: Sd/-

Thiruvananthapuram Managing Director

Date: 05.04.22

NoticeInvitingRequestForProposal

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

SI RFP No No	Name of work & Location	EMD	PeriodofOpe rationofWeig hbridge	Lastdateofsu bmissionof RFP document,E MD, RFP DocumentFe e&Otherdoc uments asspecified	Time&Dateofope ning of TechnicalBid
1 2	3	5	6	7	8
TKINFRA/MFP/WB-RFP/01/2022-23	Selectionof OperatingAg ency to Operate,Ma intain&Man age of Weighbridg e for PrimaryProc essingCentr es at KINFRA SmallIndustr iesPark,Kora tty,Nellad and Kalpetta	Rs 14,750.00/-	10 Years	26/04/2022 at 2.00PM	26/04/2022 at 2.30 PM

A. EligibilityCriteria

EssentialCriteriaandConditions

Atleast3yearsofexperienceininO&Mcontracts/ service business/utilityservices(utilitiessuchasO&Mofweigh bridge/pumping/WaterTreatmentPlants,EffluentTreatmentPlantsetc)

DesirableCriteriaandConditions

- Anannual service turnoverof Rs5lakhs.
- BiddershouldhaveGSTRegistration

B. Qualification &

ExperienceOperator

- 1. Minimum educational qualification of Plus Two (or tenth standard with predegree) from any recognized Board of Education with at least two years experience in any Govt./Private institution in data entry work or operation of computer operated equipments.
- 2. Ageneralknowledge regardingthe Operation&MaintenanceofaWeighBridgeisa prerequisite.
- 1. 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.
- 2. Information and Instructions for bidders posted on website shall form of bid document.
- 3. 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 andsubmitted along with bid documents. Only those biddersfulfilling eligibility criteria, on the date of bidsubmission, shall submit bids.
- Tender fee of Rs 2360.00 (inclusive of GST 18 %) shall be remitted through a Demand Draft payable at Thiruvananthapuram and drawn in favor of Managing Director, KINFRA and submitted along with RFP documents to KINFRA.
- 5. Earnest Money Deposit (EMD) amounting to **Rs 14,750.00** (Rupees Fourteen Thousand Seven Hundred and Fifty only) to be remitted by the bidder through a Demand Draft payable at Thiruvananthapuram and drawn infavor of Managing Director, KINFRA. The EMD of all unsuccessful Bidders will be returned after issuing the work order to the successful Bidder.

- 6. **Security Deposit**, the amount collected at the time of executing contract agreement, will be the **quoted amount payable** in the first 12months and the deposit will be retained till 3months 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 weigh bridge ,building or its fittings.
- 7. All bids submitted shall consist of a Technical Bid and a Price Bid and should be submitted in two separatesealed envelopes, super scribed "Technical Bid for Selection of Operating Agency for operation, maintenanceand management of Weighbridges for Primary Processing Centres in KINFRA small Industries Park, Koratty, Nellad and Kalpetta" (Ref Annexure B)and "Price Bid for Selection of Operating Agency for operation, maintenance and management of Weighbridges for Primary Processing Centres in KINFRA small IndustriesPark, Koratty, Nellad and Kalpetta" (Ref Annexure C) respectively, which will then be enclosed in one singlesealed envelope clearly super scribed "Technical Bid & Price Bidfor Selection of Operating Agency foroperation, maintenance and management of Weighbridges for Primary Processing Centres in KINFRA smallIndustries Park, Koratty, Nellad and Kalpetta of KINFRA Mega Food Park at Palakkad". This sealed cover shallbe addressed to The Manager (Technical), KINFRA Hitech Park, Kalamassery, Opposite Coperative Medical college, HMT Colony PO, Kalamassery, Phone: 0491 2559790. Tenders shall be received upto 2.00 PM on 26/04/2022. Bids submitted by facsimile or telex will not be accepted.
- 8. The bidder is advised to submit the bids well before the stipulated date & time. In this regard, KINFRA shall not be responsible for any kind of such issues faced by bidder.
- 9. The bidders, who submit their bids for this tender shall accept that they have clearly understood and agreedthe terms and conditions including the Form/ Annexures 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.
- 10. The Bids should be duly signed by the bid der. The bids shall be typed or written in indelible ink. The bid der 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.
- 11. The bidder should have an annual service turnover of Rs. 5 lakhs.
- 12. 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 laterdate.
- 13. 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 for the bythe bid ders shall be summarily rejected.

- 14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the agencies who resort to canvassing will be liable for rejection.
- 15. The competent authority on behalf of Managing Director, KINFRA reserves to himself the right ofaccepting the whole or any part of the bid and the bidders shall be bound to perform the same attheratequoted.
- 16. Thebidsubmittedshallbecomeinvalidand thefeeshallnotberefundedif:
 - a) Thebidderisfound ineligible.
 - b) Thebidderdoesnotsubmit allthedocumentsasstipulatedinthebiddocument.
 - c) The Bids not accompanied by EMD and tender cost will be summarily rejected.
- 17. ThebidfortheworksshallremainopenforacceptanceforaperiodofOnehundredtwenty (120) days from the date of opening of technical bid. If any bidders withdraws his bid before thesaid period or issue of work order, whichever is earlier, or makes any modifications in the termsandconditionsofthebidwhicharenotacceptabletoKINFRA,thenKINFRAshall,withoutprejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money asaforesaid. Further the bidders shall not be allowed to participate in the rebidding process of thework.
- 18. ThisnoticeinvitingBidshallformapartofthecontractdocument. The successful bidder/contractor, on acceptance of his bid the within by Accepting Authority shall 15 days fromthestipulateddateofstartofthework, signthecontract consisting of:theNoticeInvitingBid,allthedocumentsincludingadditionalconditions,specificationsanddrawings, if any, forming part of the bid as submitted at the time of invitation of bid and the ratesquotedatthetimeofsubmissionofbidandacceptancethereoftogetherwithanycorrespondence leadingthereto.

IMPORTANTINFORMATION

S. No	Information	Details
1	Date of Issue of RFP Document	05/04/2022 Download fromKINFRAwebsitewww.kinfra .org
2	Last date of submission of Bid	26/04/2022, 2.00PM
6	Earnest Money Deposit(EMD)	Rs. 14,750.00/-
7	Bid Submission Fee (Non-refundable)	Rs 2,360.00 (inclusiveofGST)
9	Technical Bid Opening	26/04/2022, 2.30 PM

INVITATIONFORBIDDING

INTRODUCTION

- 1.1. KeralaIndustriaIInfrastructureDevelopmentCorporation(KINFRA),aStatutoryBodyestablished by Govt. of Kerala has been the leader in providing industrial infrastructure forthe 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 economiczones. For the Food five Parks Processing Industry, Food namely, KINFRA Food ProcessingPark(KIFPRO)atKakkancherry,SpecialEconomicZone(AgroFoodProcessing)atKakkan cherry, 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 Ministryof Food Processing Industry (MoFPI), Government of India. The primary objective of thescheme is to provide modern infrastructure facilities along the value chain from the farm tothe market. This major facility called the Centralized Processing Center (CPC) consisting ofdeveloped land for food processing unitsis located in an area of about 79.42 acres at Elapully and Pudussery villages near Walayar in Palakkad. The CPC is also provided with anumberofcommonprocessingfacilities. The CPC is further supported by four Primary ProcessingCentersatMazhavanoor(ErnakulamDistrict),Koratty(ThrissurDistrict),Kakkancherry (Malappuram District) and Kalpetta (Wayanad District) for undertaking preprocessingactivitiesofproducesfromfarmerstofacilitatethelinkageofagricultureproduction intheregionwiththefood processingactivities.
- 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 statehighway SH 52 @ 9 kms; railway connectivity with Palakkad Junction railway station @ 20kms; seaportconnectivity with Kochiseaport@162kms; airportconnectivity with Coimbatore airport@40kms)
- 1.4 The Park provides basic enabling infrastructure like road network, sewerage system, powersupply, water distribution system, as well as common processing facilities etc. The developedland is allotted to foodprocessing units onlong termlease basis.
- 1.5 TheWeighbridgessetupinKINFRASmallIndustriesPark,Koratty,NelladandKalpettacommonfaciliti esforthePrimaryProcessingCentresaswellasforthefoodprocessingindustries in the Park and those in the region around the Park available against payment ofuserfee.Theweighbridgesprovidedcanbeutilizedforweighingrawmaterialsoffoodprocessingunits,in-processmaterials,finishedproductsandconsumables/other items.

BIDDING

- 2.1 KINFRA wishes to select an Operating Agency for operation, maintenance and management ofWeighbridges for Primary Processing Centres at KINFRA small Industries Park, Koratty, Nelladand Kalpetta through a transparent, competitive two-bid process and invites Technical Bidincludingbusinessdevelopmentplan&PriceBidfrominterestedpartiesinaccordancewiththis "Request For Proposal (RFP)". This RFP has been prepared to assist prospective Bidders intakingsuitabledecisionregardingthebid.
- 2.2 KINFRA invites offers from Bidders for operating, maintaining and managing the Weighbridgesfor Primary Processing Centres at KINFRA small Industries Park, Koratty, Nellad and Kalpetta aspertheconditions stipulated intheRFPdocument.
- 2.3 KINFRA shall fix a **Minimum** or **Reserve Monthly Lease Price** for **each of Weighbridges atKoratty, Nellad and Kalpetta**. The Bidder shall quote an amount higher than the minimum or reserve monthly lease price. Bids below the fixed minimum or reserve monthly lease pricewould be summarily rejected. The bidder who quotes highest bid would be selected. The Bidderscanbidforallthree Weighbridges or one or weighbridges.
- 2.4 In this RFP, the term "Bidder" refers to the interested party for operating, maintaining andmanaging the Weighbridges for Primary Processing Centres at KINFRA small Industries Park, Koratty, Nellad and Kalpetta and who submits Technical Bid including business developmentplan&PriceBidfortheweighbridgeoperationasperthisRFP.Biddersshouldprovideinfo rmationsoughthereintheprescribedformatsinordertoaccuratelyestablishtheirqualificationforop erationof theWeighbridgesatKINFRA.
- 2.5 Correspondence in response to this RFP as well as related queries must be addressed to The Manager (Technical), KINFRA Hitech Park, Kalamassery, Opposite Coperative Medical college, HMT Colony PO, Kalamassery

PROFILE-WeighBridge

WeighbridgeDetails:-

WEIGHBRIDGEKORATTY	(PITLESSType)Koratty
Capacity	40Ton
Brand	EssaeModel
StandardWeight20KG	50 Nos
Platform	9MX3M

Loadcell	6 Nos(Digital)	
PC	1 No	
LaserPrinter	1 No	
UPS	1 No	
WeighbridgeCabin	9Sqm	
WEIGHBRIDG	E(Pittype)NELLAD	
Capacity	40Ton	
Brand	EssaeModel	
StandardWeight20KG	50 Nos	
Platform	9MX3M	
Loadcell	6Nos(Digital)	
PC	1 No	
LaserPrinter	1 No	
UPS	1 No	
WeighbridgeCabin	9Sqm	
WEIGHBRIDGE(PitType)KALPETTA		
Capacity	40Ton	
Brand	EssaeModel	
StandardWeight20KG	50 Nos	
Platform	9MX3M	
Loadcell	6Nos(Digital)	
PC	1 No	
LaserPrinter	1 No	
UPS	1 No	
WeighbridgeCabin	9Sqm	

SCOPE OF SERVICES TO BE OFFERED BY OPERTING AGENCY

- 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 weighbridge and will keep the weighbridge in proper working condition.
- 3.3 The Operating Agency shall be responsible for breakdown repair and periodic maintenance of the weighbridge facilities.
- 3.7The Operator will adhere to all the Terms and Conditions mentioned in this RFP document.

SELECTIONPROCEDURE

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

Pre-QualificationCriteria

- 4.1 The Technical Bid (Annexure B) would be evaluated on the basis of the following eligibilitycriteriaandvaliddocumentsfurnishedbythebidder. The financial proposal of only prequalified bidders would be opened.
- 4.2 The bidders must be Companies incorporated in India or registered partnerships in India or proprietary concerns.
- 4.3 At least 3years of experience in O&M contracts/ service business/utility services(utilities such as O&M of weigh bridge/pumping/Water Treatment Plants, Effluent Treatment Plants etc)
- 4.4 Bidder should have GST Registration
- 4.5 An annual service turnover of Rs.5 lakhs.
- 4.6 The technically qualified bidders, who satisfies the eligibility criteria as above will be evaluated on the basis of the price bid. The Price Bid(Annexure C)will have only one unconditional offer,

i.e. the monthly lease rental payable by the bidder. All other financial conditions shall be fixed and node viations hall be allowed. They are as follows:

- (i) 'MinimumorReserveMonthlyLeaseRent'forWeighbridgeatKINFRASmallIndustriesPark,Koratty is fixed asRs.5020.00.
- (ii) 'MinimumorReserveMonthlyLeaseRent'forWeighbridgeatKINFRASmallIndustriesPark,Nelladis fixedasRs 5680.00.
- (iii) 'MinimumorReserveMonthlyLeaseRent'forWeighbridgeatKINFRASmallIndustriesPark,KalpettaisfixedasRs 5680.00.

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.
- Leaserentwillbeescalated onceeveryyear@12%.
- Leasedeposit(SecurityDeposit)of12monthslease(quotedamount)tobedepositedonsigningth
 econtract
- Operation, maintenance and management contract shall be for a period of
 5years,renewable for a further period o f5years on satisfactory performance.
- GST will be applicable for lease rent (quotedamount/contractvalue).
- 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 form at as given in Annexure B.
 - Documents proving that the bidders must be companies incorporated in India or registered partnership in India.
 - Documents showing business plans with details such as targeted number of year wise
 weighments as well as targeted revenue for a period of 5years.
- 4.6 The **Financial Bid** shall be submitted in the format given as in AnnexureC.

- 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 Weighbridge. 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

- The Weighbridge will be given to the Operating Agency for operation, maintenance and management of the facility. No external additions, alterations, modifications to the existing weigh bridge/control room shall be made in any manner without the written consent of KINFRA. Any additional equipment/requirement 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 Weighbridge, control room 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 prompt and efficient weighing services in a professional manner to weigh materials such as in-process materials, finished products, consumables and other items. The Operating Agency shall operate, maintain and manage the Weighbridge on all seven days of the week without interruption. The Operating Agency shall ensure all safety requirements are complied with during weighing operations.

- 5.4 The Operating Agency shall fix the charges for Weighment operations and receive payments for services related to Weighment operations. The Operating Agency shall also ensure that the charges fixed by it are intimated to KINFRA and approved by it. The Operating Agency shall display the rates for weighment at conspicuous place in the premises, such that they are easily noticeable by the customers.
- 5.5 Ensuring proper monitoring of the calibration status of the weighing machine by regular calibration using the test weights. The Operating Agency shall be responsible for ensuring compliance with all the regulatory requirements including certificates from the respective regulatory Department.
- 5.6 The Operating Agency ensure maximum availability its clients.
- 5.7 The Operating Agency shall ensure necessary documentation associated with weighment operations such as receipts, logbook, Weighing register etc including details of customers. The Operating Agency shall maintain proper records related to accounts and the same should be made available to KINFRA or its authorized representative on a monthly basis. KINFRA or its authorized representatives shall have the right to inspect such accounts or its records.
- 5.8 The Operating Agency shall not sublet, under let, lease, assign or transfer the operation of the Weighbridge to any other agency and shall not encumber the properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or inany other manner withou tauthorization 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.
- 5.9 The Operating Agency shall employ his own employees for running the Weighbridge and KINFRA will not be liable for any claim in respect of such employees.
- 5.10 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, GratuityAct, Paymentof

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.

- 5.11 TheemployeesengagedbytheOperatingAgencyshallbecourteousintheirbehaviortowards 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.
- 5.12 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.
- 5.13 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 StateInsuranceAct,1948(CentralAct ofXXXIVof1948).
- 5.14 KINFRA will not be vicariously liable for any act of the Operating Agency and OperatingAgency shall alone be liable for violation of any law and the Operating Agency agrees to indemnify KINFRA from all claims.
- 5.15 The Operating Agency will meet all expenses incurred in operation and maintenance of the weigh bridge. These include salaries and wages, cost of utilities (including electricity charges to KSEB as per applicable tariff fixed by KSEB from time to time), all maintenance costs including breakdown maintenance and Annual Maintenance Contracts, calibration expenses, insurance expenses as well as all taxes and statutory payments).
- 5.16 The Operating Agency shall pay the water charges to KINFRA as per tariff fixed by KINFRA from time to time.
- 5.17 All statutory clearances and sanctions, rates, taxes including GST, building tax during the lease period and all assessments, charges, claims, if applicable, demands and outgoing shall be borne by the Operating Agency at his cost.

- 5.18 All expenses incurred in connection with operation, maintenance and management of Weighbridge, including repair and maintenance works shall be borne by the Operating Agency.
- 5.19 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.
- 5.20 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.
- 5.21 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 ta keninthejointnamesofKINFRAandtheOperatingAgencyandtheinsurancepolicyshall kept renewed and shall be in force at all times during the lease period and theinsurance premium shall be borne the Operating Agency. copy the insurance policyshallbefurnishedtoKINFRAwithin7daysofitsrenewal. additional The equipment's exclusively acquired out of the funds of the Operating Agency may be kept insured by a separate insurance policy by the Operating Agency.
- 5.22 The Operating Agency shall maintain the Weighbridge and its premises in good sanitary condition and undertake annual maintenance of the building at his cost at regular intervals.
- 5.23 The Operating Agency shall undertake proper equipment maintenance as per prescribed procedures and maintenance schedules of the manufacturer including preventive maintenance and breakdown maintenance. The Operating Agency shall enter into an Annual Maintenance Contract with the equipment manufacturer and ensure that replacements are done only with genuine spare parts by authorized technicians.

- 5.24 The Operating Agency shall ensure that water in the pit is regularly drained out using the pump provided for this purpose at Kakkanchery and Nellad site.
- 5.25 The Operating Agency shall ensure safe custody of Test Weights (50Nos.of20Kgs.Weight/site).

 Also shall ensure the calibration of the Test Weights.
- 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 for weighing 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 by giving three months' notice to KINFRA otherwise 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 No772/2010 dated 2nd August 2010 published in Kerala Gazette Extra Ordinary dated 6th August2010.
- 5.31 On the expiry of lease period or otherwise on termination of the lease the OperatingAgency

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 FormatofLetterbyApplicant

To:
TheManagingDirector,
Kerala Industrial Infrastructure Development
Corporation,KINFRA House, TC 31/2312,
Sasthamangalam,Thiruvananthapuram-695010

<u>Sub: Request For Proposal for Operation, Maintenance and Management of Weighbridge for PrimaryProcessing Centre in KINFRA Small Industries Park, Koratty, Nellad and Kalpetta – TechnicalProposal.</u>

DearSir,

We,theundersignedApplicanthavereadandexaminedindetailtheRFPBiddocumentfor operation, maintenance and management of Weighbridge for Primary Processing Centre in KINFRASmallIndustriesPark, Koratty,NelladandKalpetta

We confirm having submitted all the details in support of qualifying criteria as required byyou along with this Application and all other necessary documents. In case you require any furtherinformation inthisregard, we agreetofurnishthe same.

WeherebydeclarethattheStatementsmadeinthisproposalaretrueandacceptthatanymisinte rpretationcontained initmay leadtoourdisqualification.

We here by declare that we were never black listed by any Central/State Government/PSU/Public Authority or Organization.

We understand that you are not bound to accept all or any RFP bidy our eceive.

Yourssincerely,	
(Company)	Name Signature
NameofSignatory	 Title of Signatory
	eoftransmittal of this form

Kerala Industrial Infrastructure Development Corporation (KINFRA)

ANNEXUREB

TechnicalBid Operation, Maintenance & Management of Weighbridge for Primary Processing Centre in KINFRA Small Industries Park, Koratty, Nellad and Kalpetta NameoftheApplicant **Address** Constitution(Company/Firm/Trust) (ifapplicable) [Toencloserelevantdocument] DetailsofEMDsubmitted Details of a clear business plan with detailed plan for theoperation, maintenance & management Weighbridges fo r5years. [ToencloseBusinessPlanDocument] Details of average annual financial turnover during last 3consecutivefinancialyears ending31.03.2019. [ToencloseAccountStatementandChartered Accountantcertificate] Details of audited financial results for the last 2yearsending31.03.2019asproofofnoloss [ToencloseAccountStatementandChartered Accountantcertificate] ContactPerson(Name & Designation) Telephone **Email**

Request for Proposal for selection of Operating Agency for Operation, Maintenance and Management of WeighbridgeforPrimaryProcessing CentreinKINFRASmallIndustriesPark,Koratty, Nelladand Kalj		
Address		
Note:Additionaldatamaybeprovided	ifrequired, inseparates heets.	
I / We hereby declare that all the terms beengone throughcarefully andareacce	& conditions stipulated by KINFRA with regard to this PROJECT have ptabletome/us.	
Place:	Signature	

Name & Address of authorized signatory

Kerala Industrial Infrastructure Development Corporation (KINFRA)

Date: