



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF OPERATING AGENCY TO
OPERATE, MAINTAIN & MANAGE DEEP FREEZER UNIT**

AT

**KSIDC MEGA FOOD PARK, CHERTHALA, ALAPPUZHA,
KERALA**

BID NO. KSIDC/MFP/RFP-CFC/03/2021-22 Dated 01/11/2021

**Kerala State Industrial Development Corporation
(A Govt. of Kerala undertaking)
2nd Floor, CHOICE Towers, Manorama junction
Ernakulam -682016 www.ksidc.org**

Tel: 0484-2323010

Fax: 0484-2323011

Email: enquiry@ksidcmail.org



Bid No	:	KSIDC/MFP/RFP-CFC/03/2021-22 dated 01/11/2021
Name of the Work	:	Selection of Operating Agency to Operate, Maintain and Manage Deep freezer unit at KSIDC Mega Food Park at Alappuzha.
Locality	:	Pallippuram, Cherthala, Alappuzha, Kerala.
Last date of Submission	:	15/11/2021 at 1.00 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 State Industrial Development Corporation (KSIDC), 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 KSIDC 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. KSIDC 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. KSIDC may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Table of Contents

Disclaimer	3
Notice inviting RFP	5
Important Information	11
Invitation for bidding	12
Scope of services to be offered by OA at Deep Freezer unit	15
Selection Procedure	16
Terms and Conditions	18
Annexure A	23
Annexure B	24
Annexure C	26

Press Notice

KERALA STATE INDUSTRIAL DEVELOPMENT CORPORATION (KSIDC), Ernakulam, Kerala

Tender

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

Name of work: Selection of Operating Agencies to Operate, Maintain and Manage Deep Freezer unit at KSIDC Mega Food Park, Alappuzha

Bid Fee	EM D	Last Date of Submission
Rs 5,000.00 + GST (18%)	Rs 50,000.00	15/11/2021 at 1.00 PM

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

Place: Ernakulam

Sd/-

Date: **01.11.2021**

Managing Director

Managing Director, KSIDC 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 fulfil the eligibility criteria prescribed.

Sl. No	RFP No	Name of work & Location	EM D	Period of Operation of Deep Freezer unit	Last date of submission of RFP document, EMD, Fee, & Other documents as specified	Time & Date of opening of Technical Bid
1	2	3	5	6	7	8
1	KSIDC/MFP/RFP-CFC/02/2021-22 Dtd 01.11.2021	Selection of Operating Agency to Operate, Maintain & Manage Deep Freezer Unit in KSIDC Mega Food Park	Rs 50,000.00	12 Years	15/11/2021 at 1.00 PM	18/11/2021 at 2.00 PM

1. The Deep Freezer unit to process seafood raw materials in to frozen finished products is situated at KSIDC Mega Food Park at Pallippuram in Cherthala, Alappuzha District. The Bidders shall bid for the operation, maintenance and management of the Deep Freezer unit for a period of 6 years. Individuals, Partnership Firms, Companies, LLPs, Societies etc can bid for the proposed activity. A consortium can also participate in the RFP and consist of members who comply with eligibility criteria of respective component. The Consortium shall have a lead member who will have the overall responsibility of operation, maintenance and management and KSIDC will deal with only the lead member for financial, administrative and contractual matters.
2. Bidders who fulfil the following requirements shall be eligible to apply:

(a) Deep Freezer unit

- i. Food Processing Companies with 5 years of food processing experience involving integrated Deep Freezer unit activities.
 - ii. Should have had average annual financial turnover of Rs 100.00 Lakhs from business / activities (as listed under [i] above) during the last three consecutive financial years ending 31st March 2020 or 31st March 2021 (Certificate from CA to be submitted).
 - iii. Should have a net worth of not less than Rs 100.00 lakhs. (Certificate from Chartered Accountant to be submitted).
3. The intending bidder must read the terms and conditions of **RFP document** carefully. He should only submit this 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 part of bid document.
 5. The tender document (s), may be downloaded free of cost from KSIDC's website www.ksidc.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%) + any other applicable taxes** shall be remitted through a demand draft payable at Ernakulam and drawn in favour of KSIDC and submitted along with RFP documents to KSIDC.
 7. Earnest Money Deposit (EMD) amounting to **Rs. 50,000.00** (Rupees Fifty Thousand only) to be remitted through demand draft payable at Ernakulam and drawn in favour of KSIDC. The EMD of all unsuccessful Bidders will be returned within a period of thirty (30) days from the date of issuing the work order to 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 KSIDC to the Bidder.
 8. Security Deposit – The successful bidder at the time of executing contract shall remit an amount equivalent to six month rent calculated at the quoted rates, as Security Deposit 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 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.

9. Manpower: The Operating Agency is required to employ the following manpower to ensure the smooth operations of the facilities at Deep Freezer unit. Compliance to this condition is a mandatory requirement, failing which the Operating Agency shall lose their right to operate, maintain and manage the facility.

Deep Freezer unit - Should have at least (i) Three qualified technical personnel with experience of over 5 years in operating, running and maintaining the Deep freezer for round the clock operations (qualified with diploma in engineering [in refrigeration] or equivalent course, and (ii) necessary staff for production activities.

10. All bids submitted shall consist of a Technical Bid and a Price Bid and should be submitted in two separate sealed envelopes, superscribed “Technical Bid for Selection of Operating Agency for operation, maintenance and management of Deep Freezer Unit” (Ref Annexure B) and “Price Bid for Selection of Operating Agency for operation, maintenance and management of Deep Freezer Unit” (Ref Annexure C) respectively, which will then be enclosed in one single sealed envelope clearly superscribed “Technical Bid & Price Bid for Selection of Operating Agency for operation, maintenance and management of Deep Freezer unit for KSIDC Mega Food Park at Alappuzha”. This sealed cover shall be addressed to The Assistant General Manager (Projects), KSIDC, 2nd Floor, CHOICE Towers, Manorama Junction, Ernakulam - 682016, Phone – 0484 2323010.
11. The tender in the prescribed format along with EMD and other required details, in sealed cover should reach **KSIDC, 2nd Floor, CHOICE Towers, Manorama Junction, Ernakulam - 682016, Phone – 0484 2323010 on or before 15/11/2021 at 1.00 PM**. Bids submitted by email, 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, KSIDC 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 the 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 3 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 meeting shall be held in the **KSIDC office at 2nd Floor, CHOICE Towers, Manorama Junction, Ernakulam - 682016, Phone – 04842323010 on 10/11/2021 at 11.00AM to clear the doubt of intending bidders, if any.**
18. The competent authority on behalf of Managing Director, KSIDC 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, KSIDC 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:
 - i. The bidder is found ineligible.
 - ii. The bidder does not submit all the documents as stipulated in the bid document.
 - iii. 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 KSIDC, then KSIDC 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	01.11.2021
3	Pre-Bid Meeting	10/11/2021 at 11.00 AM
5	Last date of submission of Bid	15/11/2021 at 1.00 PM
6	Earnest Money Deposit (EMD)	Rs. 50,000.00
7	Bid Submission Fee (Non-refundable)	Rs 5,000.00/-+ GST (18%)
9	Technical Bid Opening	18/11/2021 at 2.00 PM

INVITATION FOR BIDDING

INTRODUCTION

1.1. Kerala State Industrial Development Corporation (KSIDC), a Govt. of Kerala undertaking is the premier industrial promotion agency of the State of Kerala. Apart from its core activity of industrial financing, it also has ventured in to establishment of industrial parks, facilitation of clearances for industrial establishments, upliftment of the young entrepreneurs through various schemes, empowering women entrepreneurs through WE Mission and WE Space etc. It has also established a chain of Industrial Parks in Kerala. For the Food Processing Industry, KSIDC has established a Mega Food Park at its Industrial Growth Centre (IGC) at Cherthala in Alappuzha District with financial assistance from Ministry of Food Processing industries, Govt. of India, and Government of Kerala.

1.2. KSIDC 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 Centre (CPC) consisting of developed land for food processing units, is located in an area of about 84 acres at Pallippuram village in Cherthala Taluk in Alappuzha. The KSIDC Mega Food Park focuses the park to cater to the seafood processing sector. The CPC is also provided with a number of common processing facilities, which includes **Cold Store, Deep Freezer and Deboning Unit**. The CPC is further supported by three Primary Processing Centres at Thoppumpady, Vypin and Munambam, all in Ernakulam District for undertaking pre-processing activities of seafood.

1.3 KSIDC Mega Food Park has excellent connectivity being located in the seafood industrial belt of Alappuzha region (road connectivity with national highway NH 66 @ 4 kms, railway connectivity with Cherthala railway station @ 10 kms; seaport connectivity with Kochi seaport @ 35 kms; airport connectivity with Cochin airport @ 60 kms).

1.4 The Park provides basic enabling infrastructure like road network, sewerage system, power supply, water distribution system, common effluent treatment plant as well as common processing facilities etc. The developed land is allotted to food processing units on long term lease basis.

1.5 The Deep Freezer unit, set up in KSIDC Mega Food Park is 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 KSIDC to support operations of the seafood processing sector, by which they can utilize these facilities as per individual requirements against payment of user fees for the period of use. The Deep Freezer unit is an infrastructure facility meant for processing of seafood products.

BIDDING

2.1 KSIDC wishes to select Operating Agency for operation, maintenance and management of Deep Freezer unit 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)". The Bidders shall bid for all three components together. A consortium can also participate in the RFP only if the consortium can bid for all the three components together and consist of members who comply with eligibility criteria of respective component. The Consortium shall have a lead member who will have the overall responsibility of operation, maintenance and management and KSIDC will deal with only the lead member for financial, administrative and contractual matters. This RFP has been prepared to assist prospective Bidders in taking suitable decision regarding the bid.

2.2 KSIDC invites offers from Bidders for operating, maintaining and managing the Deep Freezer unit as per the conditions stipulated in the RFP document.

2.3 KSIDC shall fix **Minimum** or **Reserve Monthly Lease Price** for Deep Freezer Unit. The Bidder shall quote an amount higher than the minimum or reserve monthly lease price for Deep Freezer unit. 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 Deep Freezer unit in KSIDC Mega Food Park at Alappuzha, and who submits Technical Bids including business development plans & Price Bids for the Deep Freezer unit 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 Deep Freezer unit in KSIDC.

2.5 Correspondence in response to this RFP as well as related queries must be addressed to **The Assistant General Manager(Projects), KSIDC, 2nd Floor, CHOICE Towers, Manorama Junction, Ernakulam - 682016, Phone – 0484 2323010.**

2.6 Details of Deep Freezer unit:

1. Deep Freezer unit:

The facilities are listed below-

- Blast Freezer facility of 2.5 MT per batch for Fish to allow freezing the product as well as increasing shelf-life. The internal dimension of each chamber of Blast freezer shall be 6 m (L) x 6 m (W) x 3.5 m (H). The Blast freezer insulation with 150 mm thick PUF insulated paneled enclosure. “Chamber Temperature maintained at $(-35^{\circ}\text{C} \pm 2^{\circ}\text{C})$ ”
- Plate Freezer facility of 1.5 MT per batch for Fish to allow freezing the product as well as increasing shelf-life. The internal dimension of Plate freezer 2.5 m (L) x 1.5 m (W) x 2.5 m (H). The Plate freezer insulation with 150 mm thick PUF insulated paneled enclosure. “Chamber Temperature maintained at $(-35^{\circ}\text{C} \pm 2^{\circ}\text{C})$ ”
- Frozen store facility of 30 MT for Frozen Fish’s products to allow preservation of taste, texture, and nutritional value in foods as well as increase shelf-life. The internal dimension of frozen store is 4.0 m (L) x 7.0 m (W) x 5 m (H). The Frozen store with 150 mm thick PUF insulated paneled enclosure. Chamber Temperature maintained at $(-20^{\circ}\text{C} \pm 2^{\circ}\text{C})$ ”
- Raw & Finished Chill room facility of 10 MT each for Fish’s to allow preservation of taste, texture, and nutritional value in foods as well as increase shelf-life. The internal dimension of each chamber is 3.0 m (L) x 4.0 m (W) x 5 m (H). The Chill room with 80 mm thick PUF insulated paneled enclosure. Chamber Temperature maintained at $(-5^{\circ}\text{C} \pm 2^{\circ}\text{C})$ ”
- Flake Ice facility of 10 MTPD with a Ice thickness of 1.5mm to 2mm. The internal dimension of chamber is 3.0 m (L) x 3.0 m (W) x 5 m (H). The Flake Ice Room with 80 mm thick PUF insulated paneled enclosure.
- Fish processing hall / Packing & Trolley Loading area is maintained at a temperature of $(+20^{\circ}\text{C} \pm 5^{\circ}\text{C})$. 6.14 x 10.5 x 5.0 m & 9.22 x 5.30 x 5.0 (clear dimensions) & 3.0 x 6.0 x 5.0 m . Working Table for Fish Processing SS 304 , The design of SS tables should be with Water Pipe / Tap & drainage connection Size: 1500 x 3000 x 900 mm – 2 No’s
- Ante room cum Loading (Dispatch) area is maintained at a temperature of $(+10^{\circ}\text{C} \pm 5^{\circ}\text{C})$, Chamber size : 4.14 x 3.50 x 5.0 m with Dock leveler and Dock shield.

General: Deep Freezer unit provided with:

- Refrigeration Type : CFC Free Freon R404a/R-134a - Split Type
- Personal Locks for Dress Changing Room (Men & Women) 900 W X 400 D X 370 H One Locker Size, 1 set : 15 Lockers -2 Units
- 400 KVA Diesel Generator -1 No as Individual power back up DG power.
- All the necessary electrical fixtures and Control panel board including all the switches, breaker and control points required for the refrigeration system properly designed and installed as per the IS standards.
- Common paver blocks tiled yard with ample space for management of vehicles.
- Dedicated Ground level sump and overhead tank for fire detection system.
- Office Space (12sqm) provided with necessary Tiling work.
- Separate Wash room & Change room for Gents & Ladies.
- Individual Fire Detection System.

SCOPE OF SERVICES TO BE OFFERED BY OPERATING AGENCIES AT DEEP FREEZER UNIT

3.1 The Operating Agency will operate, maintain and manage the facilities for a period of 12 years (initially for 6 years and renewable for further 6 years based on satisfactory performance).

3.2 The Operator will manage the day to day operations of the Deep Freezer unit and will keep the facilities in safe and proper working condition.

3.3 The Operating Agency for Deep Freezer unit shall offer Deep Freezer unit services to handle and store with due care and prudence the raw materials, in-process materials and finished products of food processing units/stakeholders.

3.4 The Operating Agency shall be responsible for managing the entire operations including payments and receipts of proceeds from the operations to the processors/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 Deep Freezer unit facilities

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

3.8 The Operator will adhere to all the Terms and Conditions mentioned in this RFPdocument.

SELECTION PROCEDURE

4.0 Selection of the Operating Agency for operation, maintenance and management of Deep Freezer unit will be through a transparent, competitive two-bid process consisting of Technical Bids and Financial Bids. A consortium can also participate in the RFP and consortium should consist of members who comply with eligibility criteria of respective component. The Consortium shall have a lead member who will have the overall responsibility of operation, maintenance and management and KSIDC will deal with only the lead member for financial, administrative and contractual matters.

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, LLPs, Societies, Consortium etc.

4.3.1 Experience

Food Processing Companies with 5 years of food processing experience involving integrated Deep Freezer unit activities.

4.3.2 Turnover

Should have had average annual financial turnover of Rs 100.00 Lakhs from business / activities (as listed under [4.3.1] above) during the last three consecutive financial years ending 31st March 2020 or 31st March 2021 (Certificate from CA to be submitted).

4.3.3 Net worth

Should have a net worth of not less than Rs 100.00 lakhs. (Certificate from Chartered Accountant to be submitted).

4.3.4 Should not have incurred any loss during the last three years ending 31st March 2020 or 31st March 2021.

4.3.5 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:

- i. **‘Minimum or Reserve Monthly LeaseRent’ for Deep Freezer unit - Rs.2,88,100.00**
- ii. Bidders are required to quote above minimum or reserve monthly lease rent and any quote below this amount will be summarily rejected.
- iii. 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.
- iv. **Lease rent will be escalated every year @ 5%.**
- v. **Lease deposit (Security Deposit) equivalent to six months lease rent to be deposited** to KSIDC on signing the contract.
- vi. Operation, maintenance and management contract shall be for a period of 6 years, renewable for a further period of 6 years on satisfactory performance.
- vii. 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.

- i. Documents proving that the bidders must be companies incorporated in India or registered partnership in India, LLPs, Societies, Consortium etc.
- ii. Certificate issued by CA proving average annual financial turnover during the last three financial years ending 31st March 2020 or 31st March 2021.
- iii. Certificate issued by CA showing current net worth of the bidder.
- iv. Profit and Loss Statement and Balance Sheet during last three years ending 31st March 2020 or 31st March 2021.
- v. Business Plan should indicate proposed Deep Freezer unit capacity utilization, material/ stock identified for Deep Freezer unit, the investment proposal, i.e. amount of proposed investments and operational plan consisting of projected income and projected expenditure for 6 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 Deep Freezer unit facility. 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 agreement with the KSIDC within 10 (ten) days of receipt of work order and carry out his further responsibilities/ obligations.

TERMS & CONDITIONS

5.1 The Deep Freezer Unit facility 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 KSIDC. Any additional equipment/requirement (such as fork lifts, 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 KSIDC.

5.2 The Operating Agency shall maintain the Deep Freezer unit facility and supporting equipment, electrical installations etc handed over by KSIDC in good tenable condition and shall compensate KSIDC 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 Deep Freezer unit shall offer seafood processing services in a professional manner to process the raw materials of food processing units, in-process materials, finished products and consumables related to food processing. The products stored in the Deep Freezer unit shall be preserved by correctly maintaining the required temperature ± 2 Deg C and the Operating Agency shall maintain two hourly record of temperature in the storage area.

5.4 The Operating Agency for Deep Freezer unit shall follow Good Manufacturing Practices while offering service to its clients.

5.5 The Operating Agency shall undertake all necessary documentation associated with taking delivery, handling, storage, handing back/return of the stock, including inventory and material balance documentation.

5.6 The stocks in the Deep Freezer unit 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 KSIDC 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 KSIDC for all claim for damages or any action taken by any persons against KSIDC 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 Deep Freezer unit 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 KSIDC. In cases where Operating Agency procures raw materials directly through collection centres, it shall also be responsible for effecting prompt payments at fair prices to the agency.

5.8 The Operating Agency shall give first preference to the processing requirements of the units inside KSIDC Mega Food Park. The Operating Agency shall make sure that Deep Freezer unit 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 Deep Freezer unit 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 KSIDC. 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 Deep Freezer unit and KSIDC will not be liable for any claim in respect of such employees.

5.11 There is no employer and employee relationship between KSIDC 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.

5.12 The employees engaged by the Operating Agency shall be courteous in their behaviour towards the guests and employees of the KSIDC and if any complaints are received about their behaviour, the Operating Agency shall take immediate step to remove such employees from the premise on a notice from KSIDC.

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 KSIDC 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 KSIDC from all claims.

5.16 The Operating Agency shall obtain power connection directly from KSEB. The Operating Agency shall also pay the electricity charges to KSEB as per applicable tariff fixed by KSEB from time to time.

The Operating Agency shall ensure that the DG set are maintained in perfect working condition at all times to ensure uninterrupted power supply at its cost and expense.

5.17 The Operating Agency shall pay the water charges to KWA as per tariff fixed by KWA from time to time.

5.18 All statutory clearances and sanctions, rates, taxes including GST, building tax during the lease period and all assessments, charges, claims, consent fee levied by the Pollution Control Board if applicable, demands and outgoing shall be borne by the Operating Agency at his cost.

5.19 All expenses incurred in connection with operation, maintenance and management of Deep Freezer unit, including repair and maintenance works shall be borne by the Operating Agency.

5.20 The Operating Agency shall pay to KSIDC on monthly basis the common facility charges (CFC) towards common services provided in the Park such as common security, street lighting etc.

5.21 The Operating Agency shall not set up any title over the building and or on its equipments, fixtures and other fitting handed over to the Operating Agency adverse to the title of the owner and shall not be entitled to claim any compensation for any addition or modifications made on the building.

5.22 All sanctions, permissions, no objections, letters of intent, consent, licenses, statutory clearances, approvals etc. Shall be obtained by the Operating Agency at his cost and such documents shall be kept effective and in force during the tenure of the lease period.

5.23 The building, equipments, furniture and fittings excluding additional equipments exclusively acquired out of the funds of the Operating Agency if any, shall be kept insured against fire, theft, burglary, tempest, rioting and other possible calamities and the insurance policy shall be taken in the name of KSIDC 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 KSIDC within 7 days of its renewal. The additional equipments exclusively acquired out of the funds of the Operating Agency may be kept insured by a separate insurance policy by the Operating Agency.

5.24 The Operating Agency shall maintain the Deep Freezer unit and its premises in good sanitary condition and undertake annual maintenance of the building at his cost at regular intervals.

5.25 KSIDC shall have the right to inspect the premises and building at all reasonable time without notice to take note of the condition of the building, equipments, fittings and fixtures and it is the responsibility of the Operating Agency to repair or replace all damaged furniture and fittings at his own cost.

5.26 The vehicles coming to the Deep Freezer unit 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

5.27 KSIDC 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 the Operating Agency and in such event the Operating Agency shall be entitled to get refund of the security deposit after deductions if any.

5.28 The Operating Agency may at any time terminate the agreement before the expiry of the lease period by giving six months' notice to KSIDC and in such event the Operating Agency shall not be entitled to get refund of the security deposit and the Bank Guarantee will be invoked to this effect.

5.29 The Operating Agency shall be bound by the provisions of the Land Disposal Regulations framed by KSIDC as well as any modifications thereof from time to time.

5.30 In case the Operating Agency makes default in payment of the lease amount or any other amount due and the same is not paid on demand by the Operating Agency, KSIDC has the right to proceed against the Operating Agency and all its assets under the provisions of the Kerala Revenue Recovery Act.

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 KSIDC 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 KSIDC 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 KSIDC.

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

ANNEXURE A

Format of Letter by Applicant

To:
The Assistant General Manager (Projects),
Kerala State Industrial Development
Corporation, 2nd Floor, CHOICE Towers
Manorama Jn.
Ernakulam - 682016

Sub: Request For Proposal for Operation, Maintenance and Management of Deep Freezer unit –Technical Proposal.

Dear Sir,

We, the undersigned Applicant have read and examined in detail the RFP Biddocumentforoperation,maintenanceandmanagementofDeepFreezerunit at KSIDC Mega Food Park atAlappuzha.

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 mis interpretation 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 B

Technical Bid Operation, Maintenance & Management of Deep Freezer unit in KSIDC Mega Food Park at Alappuzha

<p>Name of the Applicant</p> <p><i>[If a Consortium is submitting the Bid]</i> Lead Member Member Member</p>	
<p>Address</p> <p><i>[If a Consortium is submitting the Bid]</i> Lead Member Member Member</p>	
<p>Constitution (Company/ Firm/Proprietorship) <i>(if applicable)</i></p> <p><i>[To enclose relevant document]</i></p>	
<p>Food Processing Firm in KSIDC Mega Food Park <i>(if applicable)</i></p> <p><i>[To enclose Allotment Letter issued by KSIDC]</i></p>	
<p>Producer Company or Group <i>(if applicable)</i></p> <p><i>[To enclose Registration Document issued by respective Govt. Body]</i></p>	
<p>Details of EMD & Tender fee submitted</p>	
<p>Details of a clear business plan with detailed plan for the operation, maintenance & management of food processing unit for 5 years.</p> <p><i>[To enclose Business Plan Document]</i></p>	
<p>Details of business plan which indicates the amount of investment, details of projected income and projected expenditure.</p> <p><i>[To enclose Business Plan Document]</i></p>	

<p>Details of average annual financial turnover during last 3 consecutive financial years ending 31.03.2020 or 31-03-2021.</p> <p><i>[To enclose Account Statement and Chartered Accountant certificate]</i></p>	
<p>Details of audited financial results for the last 3 years ending 31.03.2020 or 31-03-2021 as proof of no loss</p> <p><i>[To enclose Account Statement and Chartered Accountant certificate]</i></p>	
<p>Details of Net worth</p> <p><i>[To enclose Chartered Accountant certificate]</i></p>	
<p>Manpower Details</p> <p><i>[To enclose manpower details along with supporting documents]</i></p>	
<p>Contact Person (Name & Designation)</p>	
<p>Telephone</p>	
<p>Email</p>	
<p>Address</p>	

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

If consortium, then documents related to eligibility for each member to be separately submitted/attached

I / We hereby declare that all the terms & conditions stipulated by KSIDC with regard to this PROJECT have been gone through carefully and are acceptable to me /us.

Place:

Signature

Date:

Name &Address of Authorized Signatory

ANNEXURE C

PRICE BID

**Operation, Maintenance & Management of Deep Freezer unit
InKSIDC Mega Food Park atAlappuzha**

Total fixed minimum or reserve monthly lease rent for Deep Freezer unit at KSIDC MFP Alappuzha		Monthly Lease rent offered for Deep Freezer Unit	
Amount in figures (Rs)	Amount in words (Rs)	Amount in figures (Rs)	Amount in words (Rs)
2,88,100.00	Two Lakhs Eighty Eight thousand & One Hundred		

Lease rent quoted will be escalated every year @ 5%.

GST will be extra

I / We hereby declare that all the terms & conditions stipulated by KSIDC 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 Deep Freezer Unit facility furnished above. We are also willing to accept the instructions issued by the Managing Director/General Manager, KSIDC, anytime with regard to the operation, running and maintenance of the Deep Freezer unit facility.

Place:

Signature

Date:

**Name & Address of
authorized signatory**

Note: *The Monthly Lease Rent offered should be higher than the Total Minimum or Reserve Monthly Lease Rent for Deep Freezer unit at KSIDC MFP Alappuzha fixed by KSIDC*